

City of Eugene POLICE COMMISSION



The Police Commission recommends to the City Council, City Manager, police department, and the people, the resources, preferred policing alternatives, policies, and citizen responsibilities needed to achieve a safe community. We strive to create a climate of mutual respect and partnership between the community and the police department that helps to achieve safety, justice and freedom for all people in Eugene.

Police Commissioners: Bob Walker, Chair; Bill Whalen, Vice-Chair; Mike Clark; Jim Garner; Edward Goehring; Raquel Hecht; Steve McIntire; Scott Nowicki; Terry Robertson; Claire Syrett; Joe Tyndall; Marshall Wilde

Police Commission Meeting June 9, 2016 5:30 – 8:00 pm

Item	Starting – Ending	Minutes
Review Agenda	5:30 – 5:35	5 min
Public Comments	5:35 – 5:40	5 min
Commissioner Comments / Responses	5:40 – 5:50	10 min
Approve April and May Minutes	5:50 – 5:55	5 min
Farewell to Commissioners Garner, Hecht & Tyndall	5:55 – 6:00	5 min

JOINT Human Rights & Police Commission Meeting

Community Justice Update	6:00 – 6:45	45 min
ROW Prohibited Camping Public Forum and Discussion	6:45 – 7:45	60 min

Break	7:50 – 8:00	10 min
Elections	8:00 – 8:10	10 min
Chief's Report	8:10 – 8:20	10 min
Closing Comments	8:20 – 8:30	10 min

UPCOMING Police Commission Meeting:

July 14, 2016
September 8, 2016
October 13, 2016
November 10, 2016
December 8, 2016



Eugene Police Commission

Meeting Minutes

April 14, 2016

The official record is contained in the video recording, at the Police Commission meeting archive web page, at <http://www.eugene-or.gov/index.aspx?NID=1344>.

The City of Eugene Police Commission meeting was convened by Mr. Bob Walker, Chair, at 05:30 P.M.

Members in attendance: Mr. Bob Walker, Chair; Mr. Bill Whalen, Vice Chair; Mr. Edward Goehring; Mr. Jim Garner; Ms. Raquel Hecht; Mr. Steve McIntire; Mr. Scott Nowicki; Ms. Terry Robertson; Ms. Claire Syrett; Mr. Joe Tyndall; Mr. Marshall Wilde

Members absent: Mr. Mike Clark

EPD Staff in attendance: Captain Sherri Meisel; Lt. Carolyn Mason; Det. Jed McGuire; Koren Evans; Carter Hawley

Public Comments

No public comments.

Commissioner Comments

Mr. Walker introduced Detective Jed McGuire, president of the Eugene Police Employees Association. Noted that EPD officers are escorting pre-school children to the library.

Mr. Whalen thanked Det. McGuire for attending.

Mr. Wilde thanked EPD for assistance with the pedestrian crossing on 30th Avenue at University.

Mr. McIntire summarized a case under review by the Civilian Review Board (CRB). He will be bringing back a motion for the Commission to consider policy revisions to some policies based on previous CRB discussions.

Ms. Syrett noted Eugene received a Dept. of Justice \$200,000 grant to implement a community court.

Mr. Garner apologized for missing the preceding meeting, and noted that he saw former police commissioner James Manning at a political event.

Minutes

Add Raquel Hecht to the list of members present.

MOTION & ACTION: Mr. Goehring moved approval of the amended minutes, seconded by Mr. Garner. The motion was approved unanimously.

Public Records

Ms. Koren Evans provided a review of public records fee schedule.

Mr. Goehring asked how fees are calculated. EPD will determine what information is available and send to the Commission.

Mr. Garner asked how often the schedule was updated. In response, Ms. Evans stated that the hourly schedule is updated annually based on actual salary and benefits.

Ms. Syrett offered examples about how requests are processed and the cost, based on her experience working at the ACLU of Oregon.

In response to a question from Mr. Walker, Ms. Evans noted that video requests have increased 30% to 40% in the past year.

Ms. Syrett asked what information cannot be released. Ms. Evans responded that employee personnel actions with no discipline are not releasable. EPD won't release cases in process, and won't release child abuse cases which are referred to the Department of Human Services for questions of release.

In response to a question from Ms. Hecht, Ms. Evans responded that the department receives approximately 20 requests per week.

Chief's Presentation

Cpt. Meisel reviewed the Chief's report and responded to questions.

Application Review

MOTION & ACTION: Mr. Wilde moved Mr. Garner seconded creation of a committee to interview applicants to the Police Commission. The motion was approved 10 (Walker, Whalen, Hecht, Garner, Goehring, Nowicki, Wilde, Robertson, Syrett, McIntire), with one abstention (Tyndall).

The committee volunteers include: Mr. Wilde, Mr. Nowicki, Ms. Robertson, and Mr. Garner.

Mr. Wilde agreed review the applications to confirm their interest and appropriateness for the commission, and to chair the committee.

Prohibited Camping

Mr. Wilde left the meeting.

Lt. Carolyn Mason reviewed Eugene Municipal Code 4.815 and Eugene Police Policy 410.

Ms. Syrett asked if St. Vincent de Paul, who holds the contract for car camping with the City is simply asking people to move along. EPD will provide a follow-up response.

Ms. Robertson asked if there is a process for contacting the complainant, EPD will provide a follow-up response.

Mr. Walker asked if, as an email alleges, St. Vincent de Paul is telling people there is a minimum two week response time. EPD will provide a follow-up response.

Mr. Nowicki asked about performance measures. Ms. Hawley noted that the contract identifies measures such as a reduction in the number of complaints and customer satisfaction.

Ms. Syrett asked about whether the contract should be moved out of PDD, and suggested that the contract require response in a certain amount of time.

Mr. Whalen recommended that this be brought back at a future meeting.

Ms. Hecht expressed concern about towing vehicles if that's all the people have.

MOTION & ACTION: Mr. Goehring moved to review this policy and contract within 6 months.
Seconded by Ms. Syrett.

Ms. Syrett noted that we may see more resources within 6 months because of a great deal of activity and interest in the topic.

Mr. Walker noted this will likely come up on the Police Commission agenda in June.

Motion approved with 9 aye votes (Walker, Whalen, Hecht, Garner, Goehring, Nowicki, Robertson, Syrett, McIntire), and one abstention (Tyndall).

Commission Comments

The Commissioners thanked the guests and Det. McGuire for attending.

The meeting adjourned at 7:20pm.

Notes take by Carter Hawley



Eugene Police Commission

Meeting Minutes

May 12, 2016

Commissioners Present: Bob Walker, Bill Whalen, Jim Garner, Edward Goehring, Terry Robertson, Marshall Wilde (by phone).

Commissioners Absent: Mike Clark, Raquel Hecht, Steve McIntire, Scott Nowicki, Claire Syrett, Joe Tyndall

The meeting convened at 5:30.

Review of FY 2016 Work

Ms. Hawley provided a review of the FY 2016 – FY 2017 work plan and the status of work items to date.

Assessment of Work to Date

Commissioners were asked to provide up to three accomplishments, three challenges and one hope for FY 2017.

Three Accomplishments

- Work on mental health and crisis intervention training– Relevant to the time, it's been something that's important to the veteran community.
- Civil disturbance policy – Highlighted how EPD thinks about and handles this type of problem, and the policy reflects that.
- Mental health & crowd control – Always merit examination in light of current affairs.
- Mental health & crowd control, and composition of Police Commission – New commissioners provide broad perspective of city as a whole.
- Mental health & homelessness – We sometimes lump all people who are homeless together but there are at least four different components.
- Social Legitimacy – Affects everything the Department does.
- CCTV pilot policy – It's a policy with significant disagreement on technology and policy. Helpful to see Commission work through issues.
- Social legitimacy – Appreciate the paradigm change from warrior to guardian. Appreciate the amount of education the Commission received, including presentations about civil forfeiture and public records. Useful to understand responsibility of EPD vs. other facets of the City.
- Stops data program – Valuable because it quantifies something that's important to the public. This will demonstrate what's really happening. Work with HRC is beneficial.

Three Challenges

- CCTV implementation – problematic that AC Durr has left, and hopeful that project continues, and interested in what Commission can do.
- Commission isn't giving the department and Chief sufficient input based on our different walks of life and perspectives. We should talk to members of the community before the meetings and bring that perspective to the meeting for more open conversation.
- Would like to hear from more voices. People don't come to our meetings, so perhaps we could go to other meetings and bring concerns back. Also would like to have more communication with CRB, perhaps a joint meeting, to close the loop on recommended policy changes.
- Would like to see Council appointees more frequently. It's useful to hear the perspective of different Council voices.
- How do we bring the perspectives of the community to the table? Neighborhood associations, or other meetings.
- Letter has been sent to Mayor about absences and no action has been taken. One of our challenges is our capacity to serve as a portal with the community. We need to increase the conversation around the table, based on the communities from which we come. We should move the meetings out into the community where people are more likely to attend.
- The situation has changed since the Commission's inception. Before, there was no independent auditor, and the Police Commission addressed those issues. Now that kind of work is addressed by Civilian Review Board & auditor. Commission addresses temporal policies. Don't wait for something to happen in the Register Guard. Maybe the CRB is a good source. Policy review should consider social legitimacy.
- Body-worn cameras – Funding in the FY17 budget for city match of grant. Most difficult aspect is the sustaining support and expenses. Can we manage it within existing full time employees?
- Rolling out new technologies – How can the Commission help the department and community roll out technology. Media is changing so rapidly.

FY 17 Plan

- Body worn video update in July
- New technology – Can we get an update on technologies that are coming? What are the criminals using? Perhaps a presentation on equipment, and less-lethal, investigative technology, cell phone technology, presentation from investigations
- More outreach to minority, veteran, and disabled groups. That would probably be through soliciting an invitation for a commissioner to go to one of their meetings to bring their concerns back to us. I worry that we only talk when there's a conflict.
- Propose a joint meeting with CRB.

Spokane Site Visit

February 2016



Front row L to R: Public Defender
Tony Rosta, City Prosecutor
Susan Triem, Judge Wayne Allen,
Court Administrator Cheryl Stone

Back row L to R: Judge Greg Gill,
Judge Mary Mori, Sergeant Julie
Smith, Captain Sam Kamkar

Why Spokane?



Spokane

- 210,721
- 60 square miles
- University/Colleges
- Recognized leader on community justice issues in the Pacific Northwest



Eugene

- 160,561
- 43 square miles
- University/Colleges

Downtown Spokane

- Low income housing
- Numerous service providers
- Travelers and Homelessness
- Numerous bars, clubs, and taverns
- Public Library
- High end retail stores like Nordstrom



Overview of Spokane Community Court

1. Missions, Goals, and Objectives
2. Principal Participating Agency/ Personnel Roles and Responsibilities
3. Community Court Process
4. Data Collection, Statistical Reporting and Program Evaluation

Spokane Mission, Goals, and Objectives

1. Seeks to reduce and properly address quality of life offenses in the downtown area by utilizing a collaborative, problem-solving approach to crime.
2. Via partnership holds defendants accountable, address factors impacting defendants' criminal behavior, improve quality of life in downtown area, address victim needs, increase public confidence

Spokane Principal Participating Agency/ Personnel Roles and Responsibilities

1. Community Court Administrator
2. Assistant Prosecuting Attorney
3. Assistant Public Defender
4. Community Court Probation Officer
5. Police Department
6. Client Support and Volunteers
7. Judicial Officer



Spokane Community Court Process

- Eligibility Criteria
 - Based on geographic location and charge
- Court Process
 - Referral
 - Needs Assessment
 - Individualized Case Plan
- Case Disposition – Three tiers based on level of need
- Sanction & Incentives
- Graduation



Community Court inside the Public Library



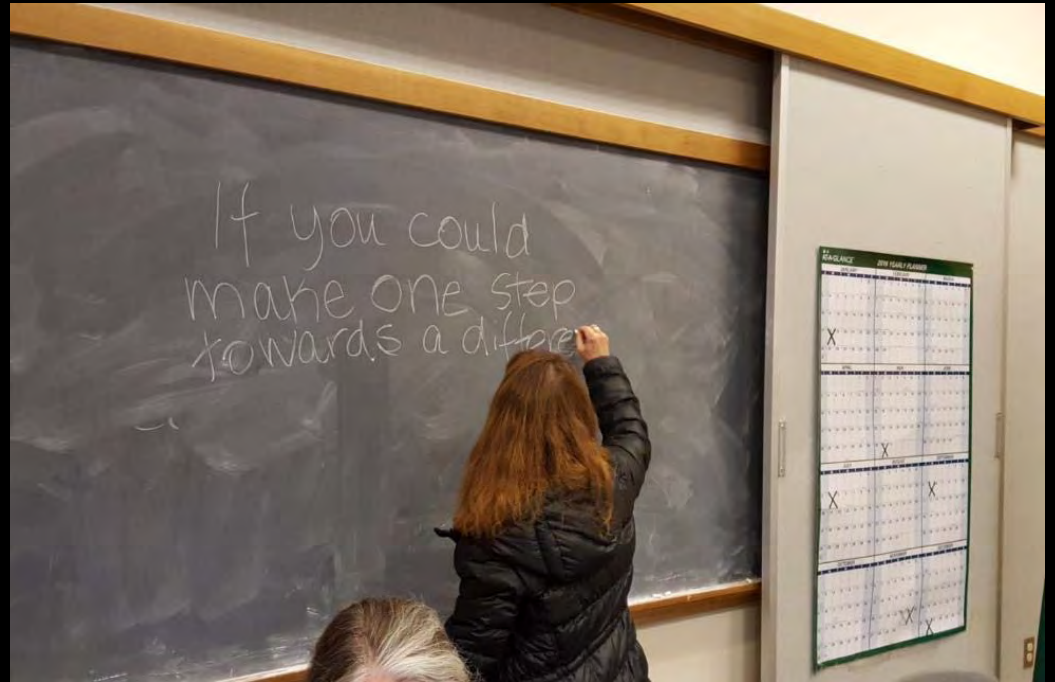
One Stop Shopping Center in the Public Library



Courtroom

If you could make
one step towards a
different direction,
where would you go?

Judge Logan



Courtroom Procedures



Meals



Spokane Data Collection, Statistical Reporting and Program Evaluation

- Integrated Case Management System (Court, Prosecutor, Defense Attorney)
- Program Evaluation
 - WSU criminology department
 - Center for Court Innovation

Lessons Learned in Spokane

- Identify downtown core area
- Identify top offenders/points of contact
- Identify other organizations with high points of contact (Fire, Emergency Departments)
- Partners with a range of service providers
- Community members NOT defendants
- Ongoing education and feedback loop with community stakeholders
- Include research partner
- Be flexible
- Experienced and committed people in key roles
- Top level leadership support

Eugene Community Court Pilot

- Geographic catchment downtown patrol area
- Focus on misdemeanor crime in the catchment area
- Collaborative partnerships to provide access to services and community service projects downtown
- Create tiers based on level of need and readiness for service
- Accountability through increased contact and an assigned case manager

Next Steps

- Detailed planning for pilot implementation with Center for Court Innovation and technical team
 - Identify resources needed
 - Reach out to service providers, volunteers, and others
 - Document process, procedures, and forms
 - Launch pilot July 2016
- Submit full BJA grant application if concept paper is selected to move forward, and review additional grant opportunities as they arise
- Refine and finalize draft changes to City Code of Ordinances for certain low-risk offenses



Police Commission

300 Country Club Road
Eugene, Oregon 97401
(541) 682-5852

MEMORANDUM

TO: Eugene Police Commission

FR: Carter Hawley, Eugene Police Department

RE: Prohibited Camping Public Forum and Discussion

DATE: May 27, 2016

At its meeting on April 14, 2016, the Police Commission began a discussion regarding prohibited camping, and requested that the discussion continue with additional information provided about the contract for services between the City and St. Vincent de Paul (SVDP) involving prohibited car camping. At the June 9 meeting, the Police and Human Rights Commissions will jointly meet and receive public comments about prohibited car camping, and have the opportunity for discussion. Included in the meeting packet are the following background documents:

Eugene Municipal Code 4.815 – Specifies that no person shall camp in or upon a sidewalk, street, alley, or public right of way.

Eugene Municipal Code 4.990 – Establishes the penalties for violating section 4.815, and the conditions for a “willful violator” and associated penalties.

Contract with SVDP – Contract is managed by Planning and Development Department. Provides details on services provided by SVDP for both prohibited and permitted car camping. Includes mechanism, timing and performance metrics for prohibited car camping program.

Eugene Police Operating Manual Policy 410 – Outlines EPD’s procedures to comply with the municipal code and contract.

Outlined below is a brief summary of the prohibited car camping procedures:

- Enforcement of prohibited car camping is complaint driven. Complaints about prohibited camping on streets are routed to EPD.
- SVDP provides EPD a list of people receiving a warning within 30 days, known as the “willful violator list”, because if a complaint is received about someone on that list, EPD may take enforcement action with enhanced penalties.
- If alleged violator is not on willful violator list:
 - Complaint is routed to SVDP, who attempts to make contact with camper. If camper is warned, the name and vehicle is placed on the willful violator list.
- If the alleged violator is on the willful violator list:

- Complaint is routed to EPD Patrol. Within capacity and based on priority, EPD will respond.
- If EPD makes contact with camper, officer may issue a fine up to \$500, lodge in jail for up to 10 days, and/or impound the vehicle.

The purpose of this discussion is to better understand concerns and suggested changes to prohibited car camping enforcement, in advance of the current contract's expiration in August 2016.

Eugene Municipal Code

4.815 Prohibited Camping.

- (1) As used in this section:
 - (a) "To camp" means to set up or to remain in or at a campsite.
 - (b) "Campsite" means any place where any bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
- (2) It is found and declared that:
 - (a) From time to time persons establish campsites on sidewalks, public rights-of-way, under bridges, and so forth;
 - (b) Such persons, by such actions create unsafe and unsanitary living conditions which pose a threat to the peace, health and safety of themselves and the community; and,
 - (c) The enactment of this provision is necessary to protect the peace, health and safety of the city and its inhabitants.
- (3) No person shall camp in or upon any sidewalk, street, alley, lane, public right-of-way, park or any other publicly-owned property or under any bridge or viaduct, unless otherwise specifically authorized by this code or by declaration of the Mayor in emergency circumstances.
- (4) Upon finding it to be in the public interest and consistent with council goals and policies, the council may, by motion, exempt a special event from the prohibitions of this section. The motion shall specify the period of time and location covered by the exemption.

(Section 4.815 amended by Ordinance No. 19163, enacted July 11, 1983; and Ordinance 20062, enacted September 16, 1996, effective October 16, 1996.)

4.816 Permitted Overnight Sleeping.

- (1) Notwithstanding any other provision of this code:
 - (a) Persons may sleep overnight in a vehicle in a parking lot of a religious institution, place of worship, business or public entity that owns or leases property on which a parking lot and occupied structure are located, with permission of the property owner. The property owner may not grant permission for more than six vehicles used for sleeping at any one time. For purposes of this subsection (1), the term "vehicle" includes a car, tent, camper, trailer, and Conestoga hut.
 - (b) Persons may sleep overnight in the back yard of a single family residence in a residential zoning district, with permission of the owner and tenant of the residence. Not more than one family may sleep in any back yard, and not more than one tent or camping shelter may be used for sleeping in the back yard. As an alternative, but not in addition to sleeping overnight in the back yard, not more than one family may sleep in a vehicle, camper or trailer parked in the driveway of a single family residence in a

residential zoning district, with permission of the owner and tenant of the residence. For purposes of this subsection, "family" means persons related by blood or marriage, or no more than two unrelated adults.

- (c) Persons may sleep overnight in a vehicle, on a paved or graveled surface located on a vacant or unoccupied parcel, with the permission of the property owner, if the owner registers the site with the city or its agent. The city may require the site to be part of a supervised program operated by the city or its agent. The property owner may not grant permission for more than six vehicles used for sleeping at any one time.
- (2)** A property owner who allows a person or persons to sleep overnight on a property pursuant to subsections (1)(a), (1)(b) or (1)(c) of this section shall:
 - (a) Provide or make available sanitary facilities;
 - (b) Provide garbage disposal services as required by sections 6.050 and 6.055 of this code;
 - (c) Provide a storage area for campers to store any personal items so the items are not visible from any public street;
 - (d) Require a tent or camping shelter in a backyard to be not less than five feet away from any property line; and
 - (e) Not require payment of any fee, rent or other monetary charge for overnight sleeping, as authorized by this section.
- (3)** A property owner who permits overnight sleeping pursuant to subsection (1) and (2) of this section, may revoke that permission at any time and for any reason. Any person who receives permission to sleep on that property as provided in this section shall leave the property immediately after permission has been revoked.
- (4)** Notwithstanding any other provision of this section, the city manager or the manager's designee may:
 - (a) Prohibit overnight sleeping on a property if the city finds that such an activity on that property is incompatible with the uses of adjacent properties or constitutes a nuisance or other threat to the public welfare; or
 - (b) Revoke permission for a person to sleep overnight on city-owned property if the city finds that the person has violated any applicable law, ordinance, rule, guideline or agreement, or that the activity is incompatible with the use of the property or adjacent properties.
- (5)** The city manager or the manager's designee may impose administrative civil penalties on property owners who fail to comply with the requirements of subsections (1) and (2) of this section, as provided in section 2.018 of this code.
- (6)** In addition to any other penalties that may be imposed, any campsite used for overnight sleeping in a manner not authorized by this section or other provisions of this code shall constitute a nuisance and may be

abated as such. As used in this section, "campsite" has the meaning given in section 4.815 of this code.

- (7) The city manager may adopt administrative rules in the manner provided in section 2.019 of this code to implement this section.
- (8) With authorization from the city manager or designee in connection with a specific special event, persons may sleep overnight on public property which has a community center, swimming pool, or other city-operated athletic facility located thereon at which the special event is being held. The authorization shall be limited to no more than eight days in any two-week period.
- (9) Nothing in section 4.815 or 4.816 of this code creates any duty on the part of the city or its agents to ensure the protection of persons or property with regard to permitted overnight sleeping.

(Section 4.816 added by Ordinance No. 20130, enacted August 5, 1998; and amended by Ordinance No. 20255, enacted June 10, 2002, effective July 10, 2002; and Ordinance No. 20517, enacted and effective September 25, 2013.)

4.990 Penalties - Specific.

- (1) Violation of the following sections is punishable by fine or confinement in jail, or both, up to the amounts indicated opposite each. In addition, the court may order any treatment, related to the violation, deemed necessary for rehabilitation of the offender and the safety of the community.
- (7) Except as provided in subsection (8) of this section, a violation of section 4.815 is punishable by a fine not to exceed \$200.
- (8) A willful violation of section 4.815, where the violation consists of camping in a vehicle parked overnight on a public street, is punishable by a fine not to exceed \$500 or confinement in jail for a period not to exceed ten days, or both. As used in this subsection, "willful violation" means a violation that occurs after the person has received, within 30 days preceding the current violation, a citation for violating section 4.815 or a written warning from a peace officer or other person authorized by the city manager to issue such warnings, that the person was violating section 4.815. In addition to the foregoing penalties, a vehicle used in a willful violation of section 4.815 may be immobilized or impounded pursuant to sections 5.693 through 5.705 of this code.

HOMELESS CAMPING FACILITATION CONTRACT

BETWEEN: The City of Eugene, an Oregon
Municipal Corporation (City)

AND: St. Vincent de Paul Society of Lane County, Inc., (Contractor)
a Non-profit Agency in the state of Oregon organized and
existing under the laws of the State of Oregon

CONTRACT NO.: 2016-02314

Tax ID Number: 93-0454786

Expiration Date: August 31, 2016

RECITALS

- A. Contractor is engaged in the business of operating a wide range of services to homeless individuals and families. These services include homeless day access center services, at the First Place Center and the Eugene Service Station, emergency night shelter services for families through the Interfaith Emergency Night Shelter program and transitional housing. Services include client intake, advocacy, employment and training information, and other information and referral services for homeless and low income individuals and families. Contractor is certified and in good standing with the State of Oregon.
- B. Contractor has employees who have training and experience in counseling, first aid, and assistance to homeless individuals.
- C. City desires to engage Contractor to provide the Services described in this agreement and Contractor is willing to provide such Services on the terms and conditions set forth herein.
- D. The contract described herein was awarded under the exemption or procedure authorized by City of Eugene Administrative Order 44-14-08F, Public Contracting Rules 2014, 137-046-0130 Application of the Code and Rules; Exceptions.

AGREEMENT

1. Incorporation of Exhibits; Definitions; Contractor's Representations and Warranties.

1.1 **Exhibits.** The contract between the parties (the "Contract") includes and incorporates into this document (this "Agreement") all of the following:

1.1.1 **Exhibit A** summarizes certain federal, state and municipal laws that apply to government contracts. The provisions of **Exhibit A** are statements of law and may not be modified.

Other Exhibits. The Contract also includes and incorporates the following exhibits. The provisions of this Agreement will have priority over all conflicting provisions of the following exhibits.

Exhibit B	Description of Program Goals and Services
Exhibit C	Program Budget
Exhibit D	Compensation Schedule
Exhibit E	City of Eugene Overnight Sleeping License/Permit
Exhibit F	Guidelines for Overnight Sleeping on City-owned Sites

- 1.2 **Definitions.** With the exception of proper nouns, capitalized terms not otherwise defined herein shall have the following meanings.
 - 1.2.1 **"Agreement"** means this document, entitled Personal Services Contract and ending with the signatures of all parties.
 - 1.2.2 **"Contract"** means the written statement of the parties' mutual and respective agreements, promises, undertakings and rights as set forth in this Agreement and all incorporated exhibits.
 - 1.2.3 **"Services"** means all of the products, properties and services to be provided by Contractor under this Contract, as described in Exhibit B.
- 1.3 **Contractor's Representations and Warranties.** Contractor makes the following representations and warranties to City:
 - 1.3.1 Contractor and Contractor's personnel are and will at all times hereunder be fully qualified by all necessary education, training, experience, licensure and certification to perform the Services.
 - 1.3.2 As of the date of execution hereof, there are no claims or suits or proceedings, or threats thereof, seeking to enjoin the execution of the Contract by Contractor or the effect of which could prevent Contractor from performing or having the authority to perform the Services.
 - 1.3.3 Neither the execution of the Contract nor the performance of the Services will constitute a breach or violation of any other contract, agreement, or law by which Contractor is bound or to which Contractor or any of its personnel who will perform the Services are subject.
2. **Services.**
 - 2.1 **Commencement.** Contractor shall begin to provide the Services September 1, 2015.
 - 2.2 **Key Personnel.** Contractor has agreed that certain key personnel shall be assigned to perform certain parts of the Services, as described below. Removal of these key personnel from the specified tasks without the prior approval of City will be a material breach of the Contract. None
 - 2.3 **Security.** If the Services will be performed on City property, Contractor will comply with all of City's security policies and procedures.
3. **Term.**

- 3.1 **Initial Term.** The initial term of the contract shall expire, unless terminated or renewed, on the expiration date shown in the caption of this agreement.
- 3.2 **Renewal.** The contract may be extended for one or more renewal terms by mutual agreement of the parties, provided that either party may condition its consent to renewal upon the modification of any provision hereof and further provided that either party may condition its consent to renewal upon the modification of any provision hereof and further provided that the total duration of all renewal terms, including the initial term, may not exceed 3 years. The duration of a renewal term and any modification of the Contract shall be set forth in a written amendment signed by the parties.
4. **Compensation.** Subject to City's right of offset for breach, Contractor will bill City for the Services by submitting periodic invoices that conform to the requirements of **Exhibit D**. City will make payments within thirty (30) days of receipt of a properly submitted invoice. Notwithstanding the foregoing, City will have the right to withhold payment for any item which City disputes in good faith, provided that City pays for all non-disputed items and takes commercially reasonable action to resolve the dispute.
5. **Termination.** Notwithstanding any other provisions hereof to the contrary, the Contract may be terminated as follows:
- 5.1 The parties, by mutual written agreement, may terminate the Contract at any time.
- 5.2 Either party may terminate the Contract if the other party is in breach of any provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is uncured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period.
- 5.3 The City may terminate the Contract on any date specified in a notice if funding for the Services becomes unavailable or if the City determines that termination of the Contract is required by the public interest.
- 5.4 City may terminate the Contract immediately and without prior notice upon Contractor's failure to have in force any insurance required by the Contract, if Contractor breaches the City's security requirements, if Contractor fails to maintain any certificate or license required for performance of the Services, or as provided in Exhibit A.
- 5.5 Contractor may terminate the Contract without liability to City by providing at least ninety (90) days' prior written notice.

6. Remedies.

- 6.1 In the event of a termination of the Contract by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons, or any combination thereof. Contractor shall be liable to City for any costs or losses incurred by City arising out of or related to the breach, including costs incurred in selecting other contractors, time-delay losses, attorney fees and the like, less the remaining unpaid balance of the consideration provided in the Contract. City may withhold payment of sums due Contractor for Services performed to the date of termination until City's costs and losses have been determined, at which time City may offset any such amount due Contractor against the costs and losses incurred by City.
- 6.2 The foregoing remedies provided to City for breach of the Contract by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach with or without termination.
- 6.3 In the event of breach of the Contract by City, Contractor's remedy shall be limited to termination of the Contract and payment for Services performed to the date of termination less any offset to which City is entitled.

7. Records/Inspection.

- 7.1 Contractor shall maintain records of its charges to City under the Contract for a period of not less than three years following Contractor's completion of the Contract. Upon reasonable advance notice, City or its authorized representatives may from time to time inspect, audit and make copies of any Contractor's records that relate to the Contract. If any audit by City discloses that payments to the Contractor were in excess of the amount to which Contractor was entitled under the Contract, Contractor shall promptly pay to City the amount of such excess. If the excess charged by Contractor for any audited period is greater than two percent of the amount that should have been charged for that period, Contractor shall also reimburse City its reasonable costs incurred in performing the audit.
- 7.2 Contractor shall maintain records on the frequency, nature, and resolution of illegal car camping complaints. Contractor shall maintain records of unduplicated individuals involved in resolution complaints. Documentation shall, at a minimum include: number of individuals in client group, estimated age of individuals, gender of individuals, length of residency in Eugene-Springfield area, and length of stay at current site. The method and format of data collection shall be determined by Contractor. In addition, a survey of randomly selected clients may be requested by City. Survey would collect data regarding previous residency and/or camping area, a brief history leading to homelessness, and client comments regarding the overnight sleeping ordinance.
- 7.3 Contractor agrees to prepare and furnish general statistical data and reports as may be required by City for program evaluation. Monthly statistical data reports and complaint resolution information shall accompany requests for payment.
- 7.4 Contractor agrees to produce, and to submit to City, a final statistical report on the provision of services under this contract within thirty (30) days of contract completion.

date, in conjunction with Contractor's final payment request. Final statistical report shall include a compilation of client data and homeless camping usage. A final narrative report, including an evaluation of the project effectiveness, comments and feedback from clients, and recommendations for improvement may be requested by City. If requested, the narrative report shall be submitted with final statistical report.

- 7.5 Contractor shall abide by all applicable state and federal confidentiality requirements, and shall ensure that client confidentiality shall be maintained pursuant to applicable codes of professional ethics, Oregon statutes, administrative rules and regulations.
8. **Indemnification.** Contractor shall indemnify and hold City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of the acts, errors or omissions, whether alleged or actual, of Contractor, its subcontractors, agents and employees in performing or failing to perform the Services, failing to strictly comply with any provision of the Contract or any other actions or failures to act by Contractor and Contractor's employees, agents, and subcontractors. In the event any such action or claim is brought against City, Contractor shall, if City so elects and upon tender by City, defend the same at Contractor's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor, jointly, and reimburse City for any loss, cost, damage or expense, including attorney fees, suffered or incurred by City. City shall notify Contractor, within a reasonable time, of any claim, threat of claim or legal action.
9. **Insurance.** Contractor shall have and maintain the insurance policies specified below. Each policy of insurance shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. A copy of each policy or a certificate satisfactory to City shall be delivered to City prior to commencement of the Services. The adequacy of all insurance policies for compliance with this Section 9 shall be subject to approval by City's Risk Manager. Failure to maintain any insurance coverage required by the Contract shall be cause for immediate termination of the Contract by City.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon; and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, non-renewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require that Contractor increase the coverage limits of all liability policies by the amount of the increase in the statutory limit..

- 9.1 **Commercial General Liability.** Contractor shall maintain a broad form commercial general liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 9.2 **Workers' Compensation Insurance.** Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-

insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.

- 9.3 **Automobile Liability.** Contractor shall maintain an automobile liability insurance policy reflecting limits of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of \$3,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
10. **Subcontracting.** Contractor was selected for its special knowledge, skills and expertise, and shall not subcontract the Services, in whole or in part, without City's prior written approval, which may be withheld for any reason. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in the Contract. Notwithstanding City's approval of a subcontractor, Contractor shall remain obligated for full performance of the Contract and City shall incur no obligation to any subcontractor. Contractor shall indemnify, defend and hold City harmless from all claims of subcontractors.
11. **Assignment.** Contractor shall not assign the Contract, in whole or in part, or any right or obligation hereunder, without City's prior written approval, which approval shall not be subject to a reasonableness standard. If Contractor is a corporation or partnership, a change in ownership of Contractor resulting from a voluntary transfer of stock or partnership interests, or a transfer upon death or disability of any owner, shall not constitute an assignment unless the transferor is one of the key personnel specified in Section 2.2 of this Agreement.
12. **Independent Contractor.** Whether Contractor is a corporation, partnership, other legal entity or an individual, Contractor is an independent contractor. If Contractor is an individual, Contractor's duties will be performed with the understanding that Contractor is a self-employed person, has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by City. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided herein.
13. **Confidential Information.** To be considered "Confidential Information" under the Contract, information must be clearly marked as "confidential information," in a manner that will be obvious immediately upon access. Each party will limit its use of Confidential Information to the purpose for which it was disclosed by the other party and will use a reasonable level of care to prevent the intentional or inadvertent misuse, theft or inappropriate disclosure of such information. Contractor understands that all records held by the City are public records and subject to public disclosure unless a statutory exemption applies, and agrees that City shall have no liability for the disclosure of any Confidential Information under a court order in response to a public records request. Contractor also understands and agrees that the

Contract documents and all records of Contractor's fees and charges may not be considered Confidential Information, and are public records for which no exemption to public disclosure applies.

14. **Compliance with Laws.** Contractor shall comply with all applicable Federal, State and local laws, rules, ordinances and regulations at all times and in the performance of the Services, including all applicable provisions of Exhibit A.

15. **Ownership of Work Product.**

- 15.1 All tangible or electronic copies of compilations, reports, plans, drawings, techniques, formulas, works of art, literature or music, or other personal property produced or created specifically for City under the Contract ("Work Products") shall be delivered to the City prior to the completion or termination of the Services and shall be the sole and exclusive property of the City.
- 15.2 In addition to ownership of the Work Products, City shall also be the owner of all copyrights, if any, existing in any Work Product under the federal copyright act except for those rights of attribution and integrity described in 17 USC 106A.
- 15.3 Unless expressly provided to the contrary herein, Contractor waives all rights of attribution and integrity with respect to any work of visual art except the right to prevent the use of his or her name as the author of the work of visual art in the event of a distortion, mutilation or other modification of the work which would be prejudicial to his or her honor or reputation.
- 15.4 With the exception of Work Products that incorporate City's databases or City's confidential information, Contractor may retain and display copies of any Work Product for marketing or demonstration purposes, and Contractor shall have the right to make derivative products based on a Work Product, but Contractor may not sell or commercially exploit any Work Product or reproduction of a Work Product.
- 15.5 Nothing in this Section 15 is intended to appropriate to City any personal property not created for City under the Contract or any property used or incorporated into a Work Product that was owned by Contractor or a third party prior to its use for the Services or that is merely a minor development or enhancement of Contractor's pre-existing proprietary process, formula or technology.
- 15.6 City shall remove Contractor's name and trademarks, if any, from any copy of a Work Product that is modified except when modified by Contractor, and Contractor shall have no responsibility for any modification of a Work Product that is not made under Contractor's supervision.
16. **Notices.** Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the persons and addresses shown below. In addition, if directions for telephonic or electronic transmission (fax or email) are set forth below, notices may be delivered by fax or email. Notices sent by certified mail will be deemed delivered three business days after placement in the mail and notices sent by fax or email will be deemed delivered when successful transmission is electronically confirmed. Except as

expressly provided in the Contract, required notices must be signed by the person designated to receive notices, or that person's designee or attorney..

Contractor: St. Vincent de Paul Society of Lane County, Inc.
Rosalie Elliott, Asst. CFO
PO Box 24608
Eugene, OR 97402
rosalie.elliott@svdp.us
Ph: 541-687-5820
Fax: 541-683-9423

City: Stephanie Jennings
PDD/Community Development
99 West 10th Avenue
Eugene, Oregon 97401
stephanie.a.jennings@ci.eugene.or.us
541-682-5529

Each party shall notify the other of any change in the name, address or FAX instructions to be used for delivery of notices.

17. Dispute Resolution.

17.1 **Continued Performance.** Unless the Contract is terminated, neither party shall suspend performance of its obligation hereunder pending the resolution of a dispute.

17.2 **Negotiation/Mediation.** The parties shall attempt to resolve all disputes by negotiation and voluntary mediation. The parties shall share equally in all common costs of mediation.

17.3 **Litigation/Arbitration.** Litigation of a claim that cannot be resolved by negotiation or voluntary mediation shall be initiated by filing a complaint in the Lane County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Lane County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of contract interpretation.

17.4 **Construction of Contract.** This Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by agreement, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

17.5 **Forum.** Any litigation between the City and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the City of Eugene of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

17.6 **Attorneys' Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Contract or to enforce creditor's rights or otherwise pursue, defend or litigate issues related to or peculiar to federal bankruptcy law (including, but not limited to, efforts to obtain relief from an automatic stay), or any other controversy arises from this Contract the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys' fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.

The award of costs and expenses after trial de novo following arbitration under ORS 36.400 et seq. shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.


18. **Integration.** The Contract embodies the entire agreement of the parties concerning the Services. There are no promises, terms, conditions or obligations other than those contained herein. The Contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. The Contract shall not be amended except in writing, signed by both parties.

19. **Survival.** Any duty, liability or obligation of a party which arises under this Contract, including without limitation, obligations with respect to indemnification, shall survive the termination or expiration of this Contract and shall be legally enforceable until satisfied by performance or payment, or until enforcement is legally precluded by lapse of time.

20. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract. The parties agree and intend that this Contract shall be enforceable only by the parties and their duly authorized representatives.

In witness whereof, the parties have, through their duly authorized representatives, executed this Agreement on the dates set forth below.


City of Eugene

By: 
Jon Ruiz
City Manager

Date: 2/10/16

Contractor

Certifications of Contractor: Pursuant to ORS 305.385, Contractor hereby certifies that it is not in violation of any tax laws as defined in ORS 305.380. If Contractor is other than one or more individuals who have signed below, the individual(s) signing on behalf of Contractor hereby further certifies and swears under penalty of perjury and warrants to City that: (a) the full legal name and status of Contractor are as set forth in the caption to this Agreement, and (b) s/he is authorized to execute and deliver this Agreement and the Contract to City of behalf of, and as the act of Contractor.

By: 
Terrence R. McDonald
Executive Director,
St. Vincent de Paul Society of Lane County, Inc.

Date: 2/11/16

EXHIBIT A

CITY OF EUGENE - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279B Goods and Services including Personal Services OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the Eugene Public Contracting Rules, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625 and Eugene Public Contracting Rule 137-046-0500(2))

1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and as follows:

- (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
- (a) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- (a) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

1.2 Reporting. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with subsection 1.1 above.

1.3 Violations. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.

1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.

1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.

1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

2. ORS 279A.120 Nonresident Contractors.

2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

- 2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.
3. **ORS 279B.220 and Eugene Rule 137-046-0500(5) Conditions concerning payment, contributions, liens, withholding.**
The Contractor shall:
- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (a) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - (a) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (a) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
4. **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
8. **ORS 279B.230 and Eugene Rule 137-046-0500(6) Condition concerning payment for medical care and providing workers' compensation.**
- 5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- 5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
6. **ORS 279B.235 and Eugene Rule 137-046-0500(7) Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- 6.1 Personal Services Contracts. In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 et seq. from receiving overtime.
- 6.2 Contracts for Services. In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.
7. **ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.
8. **ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**
- 8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
- 8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.
9. **Eugene Rule 137-046-0500(1) Right to Audit Records.**
- 9.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.
- 9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each

subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

10. Eugene Rule 137-046-0500(3) Right to Inspect Plant.

- 10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.
- 10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.
- 10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.
- 10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.
- 10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.
- 10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

11. Eugene Rule 137-046-0500(4) Termination in the Public Interest.

- 11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:
 - (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
 - (b) Necessary materials are not available;
 - (c) A lack of funds;
 - (d) A phenomenon of nature of catastrophic proportions or intensity;
 - (e) Executive orders of the President related to national defense;
 - (f) Congressional or state acts related to funding or changes in applicable laws; or
 - (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.
- 11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.
- 11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction

- 12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.
- 12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

13. ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675) Compliance with Tax Laws. Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.

Exhibit B

OVERNIGHT SLEEPING IN SPECIFIED AREAS FOR THE HOMELESS DESCRIPTION OF FACILITATION SERVICES AND PROGRAM GOALS

Services to be Provided

St. Vincent agrees to provide to City the following services ("the Work"):

Contractor agrees to provide management of City-identified parking places for homeless people (including placing portable toilets on City sites), responding to citizen complaints related to illegal camping (including documentation and record keeping), and encouraging public and private enterprises to host one to three vehicles for overnight sleeping on their property ("the Work") as described more fully herein and in accordance with City Ordinance No. 20130.

Description of Designated Locations

Ordinance No. 20130 authorizes overnight sleeping in the following specified areas with the permission of the owner and tenant: 1) parking lots of churches, synagogues, or other religious institutions, 2) parking lots of business or public entities, and 3) single family residences. Only one family may sleep overnight at single family residences. Religious institutions, businesses, and public entities may grant permission for up to three vehicles for any one night at each individual site.

Any entity permitting overnight sleeping on their premises:

- 1) Shall provide or make available sanitary facilities for the use of the persons sleeping overnight.
- 2) Shall not require payment of any fee, rent or other monetary charge for the use of the space.
- 3) May revoke permission to sleep in a designated area at any time for any reason.

Several City-owned parking areas, located citywide, have been designated as areas where homeless people may legally sleep in their vehicles. No more than three vehicles for any one night will be granted permission at each individual site. City shall designate the specific area within a parking lot available for overnight vehicles. A portable toilet will be provided on site for the use of persons sleeping in the parking lot.

Contractor shall coordinate and manage the City-owned areas designated for overnight sleeping; issuing and monitoring permits, accepting applications as attached and included herein as Exhibit E, abiding by the policies and procedures attached and included herein as Exhibit F, and coordinating the provision of portable toilets and general clean-up of the areas. Spaces in the City-owned parking lots will be assigned by Contractor. Persons sleeping overnight at a site may stay for the length of time designated for that particular site. All Rules and Regulations specific for each site must be followed.

Facilitator

Contractor shall provide facilitation/mediation services citywide relating to overnight sleeping. The facilitator will assign spaces, maintain order, and provide day-to-day management of activities and upkeep of the City-owned sites.

For private sites, religious institutions, businesses, and single family residences, facilitator will be available to resolve conflicts between property owners, tenants and overnight sleepers. Contractor will provide placement hotline services for overnight sleepers seeking sites from Monday through Friday from 8:00 a.m. - 5:00 p.m.

Facilitator will summon a police officer whenever a resolution cannot be reached. Facilitator shall not use force in the detention of persons unless that force is necessary for the protection of a person from bodily harm and a police officer cannot be summoned quickly enough to provide that protection. Facilitator will summon an ambulance from Emergency Medical Services whenever emergency medical treatment is needed. Facilitator shall not provide emergency medical transportation to injured or sick persons except at the express direction of Emergency Medical Services personnel. Facilitator may provide first aid to persons in need and may provide basic life support to persons before the arrival of fire fighters or emergency medical technicians.

All persons performing the services of Facilitator shall obey all provisions of federal, state and local law and regulations while on duty. No such person shall use alcohol or illegal drugs while on duty or report to duty with any noticeable presence of effects of alcohol or drugs.

On Street Complaints

A. Program Goals:

1. Complaint Reduction: The number of community complaints regarding homeless campers in violation of the ordinance will be reduced over time.
2. Citation Reduction: The number of citations given by the EPD to campers in violation of the ordinance will be reduced over time.
3. Community Satisfaction: Community members will feel their complaints are heard and responded to in a timely fashion yielding customer satisfaction.

B. Process for addressing on-street complaints

The facilitator will, on each work day, receive a list of complaints from police. These will be identified by "QA" numbers.

The facilitator will report back to police within two business days on the status of each QA.

Contractor and the City recognize that both the homeless campers and the owners and occupants of property have needs that need to be addressed. The facilitator will inform all suspected campers that camping is illegal in Eugene and will provide them a notification to that effect with a form to be provided by the City. The facilitator should attempt to provide the suspected camper information about access to social services and housing services that may be available. The

notification form will either be handed to the suspected camper, put under a windshield wiper, on a camper door or placed in some other obvious location.

The City and Contractor will negotiate the use of a simple form, filled out by the facilitator that tracks and enumerates campers and suspected campers.

C. Program Evaluation

Goal #1: Complaint Reduction: Method: QA #'s will be tallied by Contractor staff at the end of each quarter to evaluate if they are increasing or decreasing.

Goal #2: Citation Reduction: Method: Citations will be tallied by EPD each quarter to evaluate if they are increasing or decreasing.

Goal #3: Community Satisfaction Method: Twice per year a random sample of complainants will be surveyed by telephone regarding their sense of satisfaction or dissatisfaction with the way in which their complaint was handled. This survey will be administered by either Contractor or City staff.

Site Recruitment

Time permitting, Contractor shall market the overnight sleeping program, encouraging churches, public entities, private nonprofit organizations, and private enterprises to host one to three vehicles on their property for overnight sleeping.

D. Cooperative Planning Requirements

Contractor recognizes that planning with the City and other local agencies is essential to the success of this homeless project. Contractor agrees to attend and participate in meetings and planning efforts initiated by City and to provide all data which may be required by City. Contractor agrees to maintain open and responsive working relations with all City departments.

Exhibit C
Overnight Parking Program Budget
FY 2015-2016

Expenses	Source of Funds		
	Budget	City	SVDP
Program Coordinator			
1 FTE @ \$16.00/hr	\$ 44,148.00	\$ 44,148.00	
Fringe @ 24%	\$ 7,248.00	\$ 7,248.00	
Portable Toilets \$2,000/mo	\$ 62,880.00	\$ 57,880.00	\$ 5,000.00
Sanipac/Lane Co Dump	\$ 20,616.00	\$ 20,616.00	
Telecommunications	\$ 660.00	\$ 660.00	
Mileage/Transportation	\$ 3,060.00	\$ 3,060.00	
Supplies	\$ 588.00	\$ 588.00	
Equipment/Repairs	\$ 600.00	\$ 600.00	
Towing	\$ 0.00	\$ 0.00	
Photocopies/Printing	\$ 0.00	\$ 0.00	
Insurance	\$ 4,200.00	\$ 4,200.00	
Administration	\$ 0.00	\$ 0.00	
TOTALS	\$ 144,000.00	\$ 139,000.00	\$ 5,000.00

Exhibit D

Compensation Schedule

COMPENSATION BASE

The consideration which City shall pay to Contractor, for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work, shall not exceed \$139,000.00 based on the schedule of rates described in the attached Budget, Exhibit - C. City shall make progress payments, based on monthly invoices from Contractor, together with a progress report containing a summary of the Work completed for which payment is requested. City's payment shall be made within 30 days after Contractor statement. Contractor shall be entitled to reimbursements as specified in the attached Budget, Exhibit - C. All reimbursement requests shall be properly documented and submitted in accordance with City requirements.

INVOICES

Contractor to send invoices by mail or email to the following:

City of Eugene
PO Box 11110
Eugene, OR 97440
AP@ci.eugene.or.us

Contractor should include the following routing number on the invoice: 4468.

Exhibit E
Overnight Sleeping License/Permit

The City of Eugene issues a license/permit ("license") for overnight sleeping on City-owned property located at, _____ to _____ (Licensee) based on his/her agreement of the following terms and conditions:

- A. I have received a copy of the "Ground Rules and Procedures". I have read them or have had them read to me. I understand these ground rules and agree to abide by them while sleeping overnight at the City-owned site.
- B. I understand that I may continue to sleep overnight at this location for _____ (hours/days/weeks/months) provided that I am issued a permit license and all rules and regulations are followed. All Ground Rules and Procedures must be followed. Alcoholic beverages and open fires are prohibited.
- C. I understand that my permission to sleep in this designated area may be revoked at any time for any reason. When I leave this site, I will take my vehicle and possessions.
- D. I will not interfere with the operations or patrons of this City-owned parking lot. I understand that if problems are caused for these patrons, permission for overnight sleeping will be revoked.
- E. I understand that the City cannot provide security for my valuables or possessions. I will take responsibility for securing my possessions from loss, damage, or theft.
- F. I agree to respect city property and the possessions of other overnight sleepers. I will do no harm to any of the plants or structures in the area.
- G. I agree to follow the directions of the Facilitator while at this overnight sleeping site.
- H. I understand that the site has limited space and resources and that the overnight sleepers are living in close quarters under difficult conditions. I will be considerate of my fellow overnight sleepers and will do my best to keep the area clean and peaceful.
- I. I understand that dogs and other pets are strictly forbidden and will be confiscated by the City or Lane County Animal Regulation. An assistance dog, such as a Seeing Eye dog, will only be allowed if permission is specifically granted in writing by the City manager or his designee.
- J. I understand that I must leave the parking site and remove my vehicle and all my belongings when asked to leave by the Facilitator or when my allotted time has expired. I also understand that my failure to leave will then be considered trespassing, that my actions may be reported to the Eugene Police Department and that my vehicle may be towed and belongings removed at my expense.
- K. All waste water, including all gray water (such as dish, bath/shower, utensil or equipment cleaning water) must be collected and disposed of into a sanitary wastewater fixture or unit. No tenant may discharge any wastewater, including gray water, onto the pavement or ground by a hose, from containers, or by any other means. Tenants, who are found to be improperly disposing wastewater, including gray water, are subject to having their permit revoked.

I understand the City of Eugene may not renew this license should it be determined that I failed at any time to meet any of the terms or conditions of this license. Neither the City of Eugene nor Contractor guarantees the condition of the City-owned site or the safety of its licensees.

Licensee agrees to hold the City of Eugene and Contractor, their officers, agents and employees harmless from any injury to person or damage to property arising out of or in any way related to the use of the City-owned parking lot for overnight sleeping.

I _____ (Licensee), have read and understand the foregoing terms of this license and agree to abide by them and by all Ground Rules and Procedures, and applicable laws and ordinances.

Licensee Signature and ID (Driver's License No. etc.)

St. Vincent de Paul Staff Signature

Date

date

Exhibit F

Guidelines for Overnight Sleeping on City-Owned Sites Facilitated by Contractor

Ground Rules and Procedures

Ordinance No. 20130 authorizes overnight sleeping, for no charge, in parking lots of public entities. Public entities may grant permission for up to three vehicles for any one night at each individual site. Several City-owned parking areas, located citywide, have been designated as areas where homeless people may legally sleep in their vehicles.

ELIGIBILITY AND REGISTRATION

1. Anyone, individuals or families, living in a motor vehicle (car/truck/trailer able to be moved to and from the site under its own power) is eligible.
2. Each City-owned site may designate permission to a maximum of three vehicle spaces on any one night at each individual site. The number of permitted spaces may differ from site to site. This site, located at _____, permits ____ vehicle(s) on site for overnight sleeping.
3. Spaces at sites are assigned through Contractor. Persons wishing to sleep overnight in their vehicles on City-owned sites must register daily by 2:00 p.m. that afternoon with Contractor and be issued a license/permit ("license") before taking a space. Each overnight sleeper, age sixteen or older, must register, review the ground rules and agree to abide by them to receive a license to stay at a City-owned site.
4. Anyone under age sixteen must be accompanied and supervised by an adult.
5. License must be displayed on the front windshield within open view, in the vehicle, at all times when on a site.
6. Dogs and other pets are strictly forbidden and will be confiscated by the City or Lane County Animal Regulation. An assistance dog, such as a Seeing Eye dog, will only be allowed if permission is specifically granted in writing by the City manager or his designee.

HOURS AND LENGTH OF STAY

1. Vehicles are allowed on the site for overnight sleeping from _____ to _____ each day.
2. Individuals and their vehicles are allowed to stay at this site, for no more than _____ hours/days/weeks/months, provided they continue to receive an issued license and abide by all the rules.

SUPPORT SYSTEMS/CLEAN UP

1. Portable toilets and garbage bags will be available. Overnight sleepers must use the sanitation system provided or their own sanitation system, if installed in their vehicle.
2. Garbage will be disposed of on the site arranged for such disposal.
3. Overnight sleepers are responsible for keeping their space clean and helping to keep the entire site clean.
4. If there is any problems with the systems provided at the site, notify Contractor by calling 606-9979.

BEHAVIOR

1. No violent or aggressive behavior, physical or verbal abuse, vandalism, panhandling, gambling or offensive behavior.
2. No use or brandishing of weapons. No carrying firearms on the site.
3. No consumption of alcohol or illegal drugs. No open containers of alcoholic beverages.
4. No loud noises or music.
5. Disputes between overnight sleepers will be brought to Contractor for facilitation.
6. No children will be left unattended in a vehicle, or at the site.
7. It is not permissible to invite other people's vehicles to spend the night at a nearby parking spot.

SITES

1. Overnight sleeping in vehicles is allowed only in assigned spaces on a site.
2. Vehicles and possessions will be kept within the boundary lines of individual spaces.
3. No structures can be erected on a site.

FACILITATOR

1. A Contractor Facilitator can be reached Monday through Friday from 8:00 a.m. to 10:00 p.m. at 541-606-9979. On Saturday and Sunday, a Facilitator can be reached from ____ to ____ at _____.
2. The Facilitator will be available to assist overnight sleepers who have questions, problems or complaints.
3. Overnight sleeping resources are very limited. The Facilitator can give overnight sleepers information about and referral to what is available in the community.

MISCELLANEOUS

1. Cook stoves installed in vehicles are permitted. No open fires. No wood fires.
2. No pets or animals are permitted on site.
3. Any vehicle left unattended for ____ hours will be considered abandoned and the process will be started for having it towed away.
4. Overnight sleepers will abide by the laws of the City of Eugene and any applicable regulation.
5. Licensed overnight sleepers are responsible for their guests abiding by the rules. Anyone staying after 9:00 P.M. must register and obtain a license for the site, if space is available, or leave the site. Only licensed individuals may sleep overnight at the site.
6. Violation of these ground rules will lead to action, ranging from a warning to having to leave the site, and/or being in violation of the ordinance, punishable by fine or confinement in jail, or both.
7. Individuals must leave the property immediately, if their overnight sleeping license is revoked.



**Eugene Planning & Development
Administrative Services**

Memorandum

Date: February 8, 2016
To: Jon Ruiz, City Manager
From: Sarah Medary, PDD Executive Director
Subject: SIGNATURES NEEDED - City Contract #2016-02314

Jon, please sign the enclosed contract between the City of Eugene and St Vincent de Paul of Lane County for homeless car camping expansion.

The City is providing \$139,000 to SVdP for FY16 to continue to help with homeless camping expansion. SVdP engages in a wide range of services to homeless individuals and families which include homeless camping, homeless day access basic needs services at the First Place Center and the Eugene Service Station, transitional housing, emergency night shelter services for families' through the Interfaith Emergency Night Shelter Program. Services include Client intake, advocacy, employment and training information, and other referral services for homeless and low income individuals and families.

Please return the documents to Lori Miller in PDD Administration at your earliest convenience. Alternately you can drop me an email/phone call and I'll come get it.

Thank you.

ROUTING:

1. ☒ Denny Braud - Initial
2. ☒ Sarah Medary - Initial
3. ☒ Jon Ruiz - Signature
4. ☐ Return to Lori Miller - Atrium/PDD-Admin

**POLICY
410**

**EFFECTIVE
DATE
071514**

**Eugene
Police Department**



Prohibited Camping Enforcement

410.1 PURPOSE AND SCOPE

This policy is designed to provide guidance and guidelines on handling incidents of illegal camping within the city. Applicable sections of the Eugene City Code are 4.815, 4.816 and sections 5.693 through 5.705 which govern the impoundment of vehicles.

410.2 CAMPING IN VEHICLES

A person may violate EC 4.815 if a vehicle is being used as a temporary place to live, is on public property, and meets the definition of a "campsite" as defined in the ordinance. It is not a violation merely to sleep in a vehicle parked at the side of the road.

We will deal with camping in vehicles only when a complaint is received. All complaints in which the sole issue is illegal camping will be referred to the City's contract facilitator. If he or she is unable to resolve the matter, it will then be referred to Patrol for dispatch and enforcement.

If an illegal camping incident is referred to you, you may cite the person in lieu of custody. You may make a custody arrest (consistent with other department policies) only if the violation is a "willful violation" as defined in EC 4.990. In order for the offense to be a willful violation, you must show that:

- a. The person was cited for a violation of EC 4.815 within 30 days preceding the current violation, **or**
- b. The person was issued a written warning that he or she was violating EC 4.815 by a peace officer or other person authorized by the City Manager to give such warnings.

If you issue a warning, use the "PUBLIC NOTICE OF ILLEGAL CAMPING" form and document the warning in a Field Interview Report so that appropriate follow-up action can be taken.

If you tow the involved vehicle, use the Impound Report Form and:

- a. Ensure the appropriate warnings or prior enforcement action has taken place.
- b. On the front of the form, check the box marked "Prohibited Camping Willful Violation, EC 4815, 4.990(B)".

If the violator is present, deliver a copy of the Impound Report and notify them of the important information on the reverse side of the form, specifically:

- They have the right to challenge the validity of the tow in Municipal Court.

- They are excluded from paying the administrative fee for the recovery of the vehicle.

Copies of Impound Reports are faxed to the Administrative Assistant responsible for tow notifications in order for the following procedures to be completed:

- a. Mail a cover letter and copy of the Release Instructions via certified mail within 48 hours (excluding Saturdays, Sundays and Holidays) to the registered owner of the vehicle, and to any lessor or security interest holder.
- b. The cover letter will include the following information:
 - Eugene Police Department listed as the impounding agency
 - The location of the impounded vehicle
 - A description of the release procedures and information on how to request a hearing to contest the validity of the impoundment.
 - A statement the vehicle is subject to towing and storage fees and that the vehicle and its contents are subject to a lien to cover those costs.
- c. The Administrative Assistant will ensure the mailing date of these letters is tracked.

410.3 CAMPING ON PRIVATE PROPERTY

Camping on private property without an owner's consent will be handled as a trespass complaint. Owners of private property may allow individuals to camp upon their property, provided they do so in a manner consistent with provisions of EC 4.816 (Permitted Overnight Camping). Other camping done on private property may violate zoning ordinances. In this case, contact the Planning and Development Department of the City of Eugene.

410.4 CAMPING ON PUBLIC PROPERTY

Except in City parks or in cases involving a vehicle as noted above, when you intend to enforce the Prohibited Camping Ordinance (EC 4.815) at a location that is not already posted with a "Prohibited Camping" sign, do the following:

- a. If the campers are present, warn the violators about the camping prohibition and inform them they may be issued a citation for prohibited camping if they are still camping after 24 hours have elapsed.
- b. Post the area with a notice in English and Spanish advising the violators they have 24 hours to cease camping or be subject to a prohibited camping citation. (This same notice will list a local agency that delivers social services to homeless individuals. If there is no place to post the notice, give it directly to the violator.)
- c. Notify the agency listed on the posting of the campsite's location.
- d. Obtain a case number and prepare a report titled Prohibited Camping. Prepare a follow up report once you have made a second visit to the campsite.

The 24-hour notice requirement described above does **NOT** apply when:

- a. You suspect illegal activities aside from the prohibited camping are occurring.
- b. An emergency such as when the site presents an immediate threat to human life or safety.
- c. The area is currently posted with a "Prohibited Camping" sign or you have documentation establishing that the Prohibited Camping sign was illegally removed within the last 24 hours.

Once the 24-hour period has elapsed you may issue prohibited camping citations to the people that are still engaged in prohibited camping.

A person is engaged in prohibited camping if he or she sets up or remains in or at a campsite. A campsite is any place where any bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.

If you issue a citation for prohibited camping, photograph the campsite as evidence of the prohibited camping.

Campers in City Parks

Campers found in City parks during hours the parks are closed may be cited or arrested for violation of park rules.



Police Commission

300 Country Club Road
Eugene, Oregon 97401
(541) 682-5852

MEMORANDUM

TO: Eugene Police Commission

FR: Carter Hawley, Eugene Police Department

RE: Police Commission Leadership Elections

DATE: May 27, 2016

On June 30, 2016, Commissioner Walker and Commissioner Whalen will be ending their terms as Chair and Vice Chair of the Police Commission. The Bylaws (Article IV.2) specify that the Chair and Vice Chair shall serve for one (1) year. The election will be held no later than the Commission's regular meeting in June.

Article V of the bylaws provides for general election proceedings as follows:

Section 1. Any member may nominate a candidate from the membership for the position of Chair or Vice Chair. Nominations need not be seconded.

Section 2. A member may withdraw his/her name if placed in nomination, announcing that, if elected, s/he would not be able to serve; but s/he may not withdraw in favor of another member.

Section 3. Any member may move to close the nominations; a second is required. If the motion carries, the Chair then calls for the election.

Section 4. The votes of all committee members will be recorded by the minutes recorder. The candidate who receives a majority of the votes cast becomes the new Chair. In the event that no candidate receives a majority of the votes cast, a run-off election shall be held between the two candidates receiving the most votes.

In addition, there are governing rules from the Attorney General's Public Records and Meetings Manual on voting:

Section D. Requirements of the Law, #6. Voting:

All official actions by governing bodies must be taken by public vote. The vote of each member must be recorded unless the body has 26 or more members... Secret ballots are prohibited.

The following is recommended:

1. Each commissioner member will receive a ballot with a place to write your name.
2. Nominations for the Chair-elect and Vice Chair-elect will be taken. After all candidate nominations are agreed to, members will write in their selection on the ballot.
3. Staff will collect the ballots, and announce the results.
4. Ballots will be retained by staff.

Chief Kerns' Report to the Police Commission



May 2016



Chief's Activities

- Downtown Teams Summer Planning
- **Track and Field Trials Planning**
- Oregon Fallen Law Enforcement Officers Memorial in Salem
- **Department Annual Employee Awards Ceremony**
- All City Meetings
- **Ride Along with Officer Richards**
- Presidential Candidate Donald Trump's Visit to Eugene
- **Lane County Prayer Breakfast**
- UOPD Chief of Police Search Committee
- **Student Ownership, Accountability & Responsibility for School Safety (SOARS) Advisory Board Meeting**
- DPSST Police Officer Graduation
- **Homeless Advisory Meeting**
- **DEPE Annual Conference, New York, NY**

In the News



★ Tip a Cop for Special Olympics at Texas Roadhouse

★ Mail Theft Spree Continues—Two arrested

★ Candidate Visit Concluded—No arrests

★ City of Eugene Plans for Candidate Visit

★ Beware of IRS Scammers

★ Alton Baker Death Investigation

★ Honoring Our Fallen Officers—May 3 in Salem, Oregon

★ Bias Crime Advisory: 15-year-old African American youth chased by two white male suspects

Policies

The following EPD policies have been adopted since January 2016, and are available for review online and distributed with this meeting packet.

Policy Number	Policy Name	Effective Date
458	Foot Pursuit	May 20, 2016
435	Airport Procedures	May 20, 2016
382	Service Animal	April 21, 2016
903	Prisoner Property Storage	January 29, 2016
902	Searches and Inventories of Detained Persons	January 29, 2016



Looking Ahead

- **PERF Climate Study, June 7-10, 2016**
- **Officer Randy Ellis' Last Day, June 29, 2016**

PROTECT.SERVE.CARE.



The End

**POLICY
382**

**EFFECTIVE
DATE
042116**

**Eugene
Police Department**



Service Animal Policy

382.1 PURPOSE AND SCOPE

Service animals play an important role in helping to overcome the limitations often faced by people with disabilities. The Eugene Police Department recognizes this need and is committed to making reasonable modifications to its policies, practices, and procedures in accordance with Title II of the Americans with Disabilities Act of 1990 (ADA) to permit the use of service animals that are individually trained to do work or perform tasks for people with disabilities.

382.2 SERVICE ANIMALS

The ADA defines a service animal as any dog, or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. The work or tasks performed by a service animal must be directly related to the owner's disability (*28 CFR 35.104*)

382.2.1 STATE LAW

Oregon law expands the definition of a service or assistance animal to include any animal that is trained to assist a person with a physical impairment in one or more daily life activities (*ORS 346.680.*)

382.2.2 USE OF SERVICE ANIMALS

Some service animals may be readily identifiable. However, many do not have a distinctive symbol, harness or collar. Service animals are not pets and may be trained by an individual or organization to do work or perform tasks for the benefit of an individual with a disability.

Examples of work or tasks include, but are not limited to:

- Guiding people who are blind or have low vision
- Alerting people who are deaf or hard of hearing
- Retrieving or picking up items, opening doors or flipping switches for people who have limited use of their hands, arms or legs
- Pulling wheelchairs
- Providing physical support and assisting people with stability and balance

- Doing work or performing tasks for persons with traumatic brain injury, intellectual disabilities or psychiatric disabilities, such as reminding a person with depression to take medication

Alerting a person with anxiety to the onset of panic attacks, providing tactile stimulation to calm a person with post-traumatic stress disorder, assisting people with schizophrenia to distinguish between hallucinations and reality, and helping people with traumatic brain injury to locate misplaced items or follow daily routines. The crime-deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks for purposes of the definition of a service animal.

382.3 DEPARTMENT MEMBER RESPONSIBILITIES

- a. Service animals that are working or performing tasks for individuals with disabilities are permitted in all public facilities and areas where the general public is allowed. Department members are expected to treat individuals with service animals with the same courtesy and respect that the Eugene Police Department affords to all members of the public.
- b. If an animal is not house broken, exhibits vicious behavior, poses a direct threat to the health of others, or unreasonably disrupts or interferes with normal business operations, an officer may direct the owner to remove the animal from the premises. Barking alone is not a threat nor does a direct threat exist if the person takes prompt, effective action to control the animal. Each incident must be considered individually and past incidents alone are not cause for excluding a service animal. Removal of a service animal may not be used as a reason to refuse service to an individual with disabilities. Members of this department are expected to provide all services as are reasonably available to an individual with the disability.
- c. If it is apparent or if the department member is aware the animal is a service animal, the owner should not be asked any questions as to the status of the animal. If it is unclear whether an animal meets the definition of a service animal, the department member should ask the individual only the following questions:
 1. Is the animal required because of a disability?
 2. What task or service has the service animal been trained to perform?
- d. If the individual explains that the animal is required because of a disability and has been trained to work or perform at least one task, the animal meets the definition of a service animal and no further questions as to the animal's status should be asked. The person should not be questioned about his/her disabilities nor should the person be asked to provide any documentation for the service animal. When enforcement action is being taken they may be asked to provide the regular city dog license.
- e. Service animals are not pets. Department members should not interfere with the important work performed by a service animal by talking to, petting, or otherwise initiating contact with a service animal.
- f. When handling calls of a complaint regarding a service animal, members of this department should remain neutral and should be prepared to explain the ADA

requirements concerning service animals to the concerned parties. Businesses are required to allow service animals to accompany their handler into all areas that other customers or members of the public are allowed.

- g. Absent a violation of law independent of the ADA, officers should take no enforcement action beyond keeping the peace and any individual who believes they have been discriminated against as the result of a disability should be referred to the Civil Right Division of the U.S. Department of Justice.

382.4 CARE OF SERVICE ANIMALS

If a department employee encounters a person using a service animal who is unable to care for his/her service animal because s/he is incapacitated or is being taken into custody, the employee will, in this order of preference:

- a. Attempt to contact a person or entity specified by the dog's handler to assume care and custody of the dog.
- b. Lodge the animal as a safe keep at First Avenue Shelter (FAS) Document that they are a service animal and list any special care instructions. Include the handler's information, their location, and any other important details and contacts. The FAS staff will evaluate if the animal can be temporarily housed in the kennels or if it should be placed with a foster home. The FAS staff will work with EPD to find other temporary housing if the handler cannot assume care with a reasonable timeframe.
- c. Contact a person related to, or who lives with, the handler to determine if that person can be of assistance in providing care and/or placement of the animal, or assistance in procuring such care/placement.

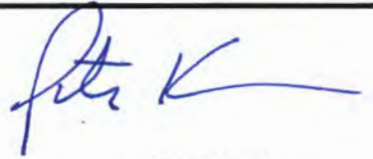
382.5 RELEVANT STATUTES

382.5.1 RELEVANT STATUTES

- a. *ORS 167.352* makes it unlawful to injure or attempt to injure an assistance animal, search and rescue animal, or therapy animal, or to interfere with such an animal while the animal is being used in that capacity.
- b. Eugene Code 4.425 prohibits a dog from being "at large" (not on a leash in the manner specified in EC 4.330) in the City except for a dog in field training, a dog in a designated dog-off-leash area of a City park, or a dog on the premises of its owner.
- c. Eugene Code 4.395 (1)(a) Every owner of a dog which has a set of permanent canine teeth or has attained the age of six (6) months, whichever event occurs first, shall immediately obtain a license for the dog.
- d. (3)(a) No license fee shall be required for any dog owned by a person who uses the dog as a service animal. A license shall be issued for such a dog upon proper proof of a rabies vaccination and upon filled out an affidavit by the owner showing such dog to come within the exemption. Such affidavit shall be filed with the animal regulation.

382.5.2 INVESTIGATION AND ENFORCEMENT

In situations where a person or animal has attacked, interfered with, or injured a service animal in a manner that potentially constitutes a violation of state law or city ordinance, an investigation will normally be done and appropriate enforcement action taken.



PETE KERNS
Chief of Police

**POLICY
435**

**EFFECTIVE
DATE
052016**

**Eugene
Police Department**



Airport Procedures

435.1 PURPOSE AND SCOPE

This policy provides guidance for Eugene Police activities related to security issues at the Eugene Airport. For information regarding disasters and aircraft emergencies, refer to the City's *Emergency Management Plan* and the *Airport Emergency Plan*. For information on aircraft accidents, refer to Policy 434.

435.1.1 DEFINITIONS

Gate security checkpoint (GSC): An area containing metal detectors, x-ray devices, and/or other detection technologies that are used to screen airline passengers and their carry-on luggage for weapons and explosives.

435.2 RESPONSE TO AIRPORT INCIDENTS

435.2.1 AIRPORT SCREENING AREA INCIDENTS

- a. Federal Aviation Regulations (49 CFR 1542 *et seq.*) require that police respond to any security incidents in the airport passenger screening area within ten minutes, as the Eugene Airport is classified as a Category II Airport Non-Hub.
- b. The address of the airport is 28801 Douglas Drive. The passenger screening area is located on the ground level, near the center of the Terminal Building. The Eugene Airport provides a secure office for police within the airport.
 1. Screening personnel are unarmed, and are not trained (or expected) to deal with suspects physically.
 2. Screening personnel will contact a Transportation Security Administration (TSA) supervisor if they detect a security violation, such as a firearm or explosive device. They will attempt to retain control of any involved baggage and may request that the suspect move to a location away from the screening area.

435.2.2 PROCEDURES

- a. When responding, officers should remember that the east (front) side of the terminal building is primarily glass, and that responding marked units will be visible from a considerable distance. Notify the Explosive Disposal Unit (EDU) in all cases of suspected explosive devices.

- b. Notify the FBI if the incident involves one of the following:
 - Any intentional attempt to smuggle a weapon into the secure area
 - Possession of an actual or suspected explosive device
- c. Officers should consider taking appropriate enforcement action for violation of city ordinances and state law pertaining to weapons and other applicable offenses.

435.3 OFFICIAL BUSINESS AT THE AIRPORT

If official business requires an officer to go beyond a GSC, and the officer does not have airport credentials to allow such access, the officer must:

- Show his or her police identification to airport security personnel (a badge alone will not be accepted)
- Notify airport security personnel of his or her need to proceed past the GSC
- Sign the TSA log book if requested to do so by TSA personnel
- Wait for an EPD officer who has access credentials for the secure area and
- Be escorted through the airport's secure area by the EPD officer with authorized access.

435.3.1 Emergency Situation

- a. In an emergency situation in which an officer must take action immediately and that does not allow time to be escorted past the GSC, the involved officer will proceed past the GSC without consulting airport security or waiting for an escorting credentialed EPD officer. As the officer passes the GSC, he or she will in a clearly audible voice:
 - Announce his or her presence
 - Identify himself or herself as a police officer
 - State that an emergency exists and
 - Briefly describe the nature of the emergency to the extent feasible
- b. If feasible, the officer will notify dispatch that he or she is doing this to help authenticate to responding officers that it is an EPD officer who has breached security.
- c. This action will alert airport officers that someone has passed unchecked through a GSC. TSA personnel will likely follow the officer who has passed the GSC until a credentialed airport officer arrives. An airport officer will locate the officer, verify that he or she is an officer, and assist in resolving the emergency. Once the emergency is resolved, the officer who breached security will respond to the GSC and comply with any applicable TSA procedures.

435.4 INCIDENTS ON BOARD COMMERCIAL AIRCRAFT

- a. Federal laws, outlined in the United States Code (49 USC 46314, 46502, 46504, 46505, 46506, 46507) deal with a number of offenses on board commercial aircraft (e.g., assault on a flight crew member, interference with a flight crew member or security screening personnel.)


- b. The FBI should be contacted when an officer responds to a complaint of a criminal incident that occurs on board an aircraft that interferes with, or constitutes an attempt to interfere with, the flight crew or operation of a commercial aircraft . They will determine whether or not they will respond to handle the incident. In some cases, where a violation of state law has occurred and the crime occurred in Oregon airspace, a decision may be made to proceed with state charges. (Note: *ORS 131.315[5]* provides that in the case of an offense occurring on an aircraft, train, boat, vehicle or other conveyance in transit, and it cannot be readily determined in which county the offense was committed, the offense can be prosecuted in any county through or over which the conveyance passed.)
- c. A report of the incident should be prepared and copies forwarded to the FBI and TSA. It is particularly important to obtain identifying and contact information regarding potential witnesses, as many persons aboard the aircraft may not be available for future contact locally.
- d. Even in cases where criminal prosecution is not pursued, the TSA has authority to levy substantial civil penalties against offenders.

435.5 USE OF LASERS AGAINST AIRCRAFT

- a. Any use of a laser device that is pointed at an aircraft that is in operation (either in the air or on the ground) potentially creates a hazard for the flight crew and may constitute a violation of federal law (e.g., laws regarding interference with aircraft or flight crews contained in 18 USC § 32 and 14 CFR § 91.11) and/or state law (e.g., menacing, recklessly endangering another person.)
- b. The FBI should be notified of any such violation, and a copy of any related report should be forwarded to them.

435.6 REPORTS

- a. Complete a report when there is a potential violation of any state law or city ordinance when enforcement action is being taken or when the case is to be forwarded to the applicable prosecutor for review.
- b. The report should include the following information (when applicable to the case):
 - How and where was the weapon discovered?
 - Was the weapon loaded or unloaded? Were other rounds available?
 - If the weapon is found in a bag or other container: Did the suspect know the gun was in the container? Who packed the container? (A photograph or a good description of the bag/container should be included in the report.)
 - Does the suspect have a gun permit?
 - If the suspect is a passenger: what air carrier and flight number was involved?
 - If the suspect is a non-passenger: what was suspect's reason for being at the airport?
 - What was the disposition of the weapon?
- c. Copies of reports should be forwarded to the FBI and TSA.



PETE KERNS
Chief of Police

**POLICY
458**

**EFFECTIVE
DATE
052016**

**Eugene
Police Department**



Foot Pursuit Policy

458.1 PURPOSE AND SCOPE

The Department has the duty and responsibility to pursue and apprehend offenders. Foot pursuits are inherently dangerous and require good judgement, sound tactics, and heightened officer safety awareness. This policy sets forth guidelines to assist officers in making the decision to initiate or continue the pursuit of suspects on foot.

458.1.1 POLICY

It is the policy of this department when deciding to initiate or continue a foot pursuit that officers continuously balance the objective of apprehending the suspect with the risk and potential for injury to department personnel, the public, or the suspect.

Officers are expected to act reasonably, based on the totality of the circumstances. Absent exigent circumstances, the safety of department personnel and the public should be the primary consideration when determining whether a foot pursuit should be initiated or continued. Officers must be mindful that immediate apprehension of a suspect is rarely more important than the safety of the public and department personnel.

458.2 DECISION TO PURSUE

- a. Officers may be justified in initiating a foot pursuit of any individual who the officer reasonably believes he or she has the authority to stop. The decision to initiate or continue such a foot pursuit, however, must be continuously reevaluated in light of the circumstances.
- b. Mere flight by a person who is not suspected of violating the law will not serve as the sole justification for engaging in an extended foot pursuit without the development of reasonable suspicion of the individual's involvement in criminal activity.
- c. Deciding to initiate or continue a foot pursuit is a decision that an officer must make quickly and under unpredictable and dynamic circumstances. It is recognized that foot pursuits potentially place department personnel and the public at significant risk. Therefore, no officer or supervisor will be criticized or

disciplined for deciding not to engage in a foot pursuit because of the perceived risk involved.

- d. Officers should secure their police vehicles before initiating a foot pursuit. A single officer should not abandon an unsecured police vehicle to chase a suspect fleeing on foot from a vehicle while other occupants of the suspect vehicle remain inside the vehicle.
- e. If circumstances permit, surveillance and containment are generally the safest tactics for apprehending fleeing persons. In deciding whether to initiate or continue a foot pursuit, officers should continuously consider reasonable alternatives to pursuit based upon the circumstances and resources available, such as the following:
 - Containment of the area
 - Canine search
 - Saturation of the area with patrol personnel
 - Aerial support
 - Apprehension at another time

458.3 GUIDELINES FOR FOOT PURSUIT

The involved officer(s) must terminate a foot pursuit if ordered to do so by a sworn supervisor. Unless the officer reasonably believes that exigent circumstances exist (e.g., a serious threat to the safety of personnel or members of the public), officers should consider alternatives to engaging in or continuing a foot pursuit under any of the conditions listed below.

- a. The officer is acting alone.
- b. When two or more officers become separated, lose visual contact with one another, or obstacles separate them to the degree that they cannot immediately assist each other should a confrontation take place. In such circumstances, it is generally recommended that a single officer keep the suspect in sight from a safe distance and coordinate the containment effort.
- c. The officer is unsure of his or her location and direction of travel.
- d. When pursuing multiple suspects and the pursuing officers do not reasonably believe that they would be able to control the suspects should a confrontation occur.
- e. When the physical condition of the officers renders them incapable of controlling the suspect if apprehended.

- f. The officer loses radio contact with Central Lane Communications or with backup officers.
- g. The suspect enters a building, structure, confined space, or a wooded or otherwise isolated area and there are insufficient officers to provide backup and containment. The primary officer should consider discontinuing the pursuit and coordinating containment pending the arrival of sufficient officers.
- h. The officer becomes aware of unanticipated or unforeseen circumstances that unreasonably increase the risk to officers or the public.
- i. The officer reasonably believes that the danger to the pursuing officers or public outweighs the objective of immediate apprehension.
- j. The officer loses possession or functionality of his or her firearm or other essential equipment.
- k. The officer or a third party is injured during the pursuit, requiring immediate assistance, and there are no other emergency personnel available to render assistance.
- l. The suspect's location is no longer definitely known.
- m. The identity of the suspect is established or other information exists that will allow for the suspect's apprehension at a later time, and it reasonably appears that there is no immediate threat to department personnel or the public if the suspect is not immediately apprehended.
- n. The officer's ability to safely continue the pursuit is impaired by inclement weather, darkness, or other conditions.

458.4 RESPONSIBILITIES IN FOOT PURSUITS

458.4.1 INITIATING OFFICER RESPONSIBILITIES

Unless relieved by another officer or a supervisor, the initiating officer(s) will be responsible for coordinating the progress of the pursuit. When acting alone and when practicable, the initiating officer should not attempt to overtake and confront the suspect but should attempt to keep the suspect in sight until sufficient officers are present to safely apprehend the suspect.

Early communication of available information from the involved officers is essential so that adequate resources can be coordinated and deployed to

bring a foot pursuit to a safe conclusion. An officer initiating a foot pursuit should broadcast the following information as soon as it becomes practicable and available:

- a. Unit identifier
- b. Location and direction of travel
- c. Reason for the foot pursuit
- d. Number of suspects and description
- e. Whether the suspect is known or believed to be armed

Officers should be mindful that radio transmissions made while running may be difficult to understand and may need to be repeated.

When a foot pursuit terminates, the officer will notify the Central Lane Communications of his or her location and the status of the pursuit termination (e.g., suspect in custody, lost sight of suspect.) Immediate efforts for containment should be established and alternatives considered based upon the circumstances and available resources.

458.4.2 ASSISTING OFFICER RESPONSIBILITIES

Whenever any officer announces that he or she is engaged in a foot pursuit, all other officers should minimize nonessential radio traffic to permit the involved officer(s) maximum access to the radio talkgroup/frequency, and those who are in a position to assist with containment or apprehension should do so.


458.4.3 SUPERVISOR RESPONSIBILITIES

- a. Upon becoming aware of a foot pursuit, the supervisor will make every reasonable effort to ascertain sufficient information necessary to direct responding resources and to take command, control, and coordination of the foot pursuit. The supervisor should respond to the area whenever possible; the supervisor does not need to be physically present to exercise control over the pursuit. The supervisor will continuously assess the situation in order to ensure the foot pursuit is conducted within established department guidelines.
- b. The supervisor will terminate the foot pursuit when the danger to pursuing officers or the public unreasonably appears to outweigh the objective of immediate apprehension of the suspect. The supervisor may discontinue the pursuit if he or she does not receive sufficient information to make an informed decision that the pursuit should continue.
- c. Upon apprehension of the suspect, the supervisor will normally proceed to the termination point to direct the post-pursuit activity.

458.5 REPORTING

- a. Any foot pursuit which involves a reportable use of force, or which results in injury to any person or property damage, will be reported by the supervisor utilizing BlueTeam. This documentation will be done in accordance to policies and procedures defined for the BlueTeam system.

If the foot pursuit involves a suspect who has potentially committed a significant crime or is involved in a pattern of criminal activity, and there is usable investigative information, a police report should be prepared. In other cases, the foot pursuit can be documented through a FI card or CAD entry, including as much information about the suspect as possible in case there is later determined to be a connection to an identified crime.



PETE KERNE
Chief of Police

**POLICY
902**

**EFFECTIVE
DATE
012916**

**Eugene
Police Department**



SEARCHES AND INVENTORIES OF DETAINED PERSONS

902.1 PURPOSE AND SCOPE

The purpose of this policy is to establish consistent department procedures which conform to Oregon Revised Statutes 131.605 to 131.625 and Oregon Revised Statutes 133.525 to 133.537, regarding lawful searches. This policy is intended to govern searches of persons **after** they have been arrested. For details on search and seizure policy, see *Policy 322 Search and Seizure*.

902.2 DEFINITIONS

Search Incident to Arrest - This search is conducted when a suspect is under arrest for a crime where probable cause exists and the search of the person is for weapons (based on the officer's reasonable suspicion that the person is presently carrying weapons on the person), evidence of the crime for which they are being arrested, and/or means or implements of escape.

Personal Property Inventory – This administrative inventory search is conducted in the field when an officer knows he will be transporting a detained or arrested person to a custodial facility, or it occurs at the custodial facility prior to booking procedures. Inventorying involves a thorough patting down of an individual's clothing. All pockets, cuffs, etc., on the clothing are checked to locate all personal property, contraband, weapons or other prohibited items enumerated in this policy. The detainee's personal property is taken and inventoried in a routine and non-discretionary manner. This policy addresses the strong governmental interest in officer safety issues related to transporting persons as well as to insulate the department from false or fictitious claims of property being lost or stolen during transport.

Strip Search or Visual Body Cavity Search - This is a search that requires a person to remove some or all of his or her clothing to permit a visual inspection of the breasts, buttocks or genitalia of such person in order to locate contraband or weapons if a reasonable belief exists the person has them hidden from view by clothing.

Physical Body Cavity Search - This is a search that includes physical intrusion into a body cavity. Body cavity means the stomach or rectal cavity of a person, and the vagina of a female person.

902.3 SEARCHES INCIDENT TO ARREST

Searches incident to arrest are more fully outlined in *Policy 322 Search and Seizure*. It is the preference of the court for officers to obtain search warrants when possible and time permits. Officers should weigh of an immediate need to search a closed container against the inherent delay of getting a search warrant.

When any officer has probable cause to arrest a person, and that person is in the custody of police, an officer may conduct a search incident to arrest of that person, and any articles or possessions immediately possessed by that person, and the immediate surrounding area of that person in order to: discover, locate and disable weapons (based upon the reasonable suspicion the person presently possesses them), to locate evidence of the crime for which that person is under arrest, or to locate means or implements of escape. The officer may inspect the mouth of the person arrested.

Once a person is in custody, the exigency of a search incident to arrest may dissipate regarding the property on the arrestee.

Absent some warrant exception, cell phones, personal data devices, laptops, electronics should be secured to preserve evidentiary value so that a warrant can be obtained. Closed container searches are limited in scope to a place where evidence of the underlying crime could reasonably be found.

While a search incident to arrest is lawful without permission of the person to be searched in most instances, consent by the person to be searched should always be attempted by the officer.

Whenever practical, searches incident to arrest of an individual should be conducted by an officer of the same sex as the person being searched. Absent the availability of a same sex officer, a witness officer should be present during any pat-down search of an individual of the opposite sex as the searching officer. For details see *Policy Section 322.5.g - Search and Seizure*.

902.4 PERSONAL PROPERTY INVENTORY

An officer will inventory a detained or arrested person's personal property before the person is placed taken inside the temporary holding facility at Police Headquarters, lodged at any jail facility, or before he or she is transferred to another agency's custody.

This inventory is administrative in nature and non-discretionary. This inventory is required for admission of the custody into the Lane County Jail, and other secure holding areas such as University District Hospital or Buckley Sobriety House. In some cases it is safer for the officer and the individual being searched for this inventory to be conducted in the field at the patrol car where it can be witnessed by another officer, captured on ICV, and before the person is seated in the patrol car. If a situation exists where it is not safe or practical to conduct a personal property inventory in the field, a thorough pat down search may be conducted to ensure no weapons are admitted into the patrol car, and then a more thorough inventory of the transported person and his or her belongings can be conducted in the jail sally port.

The fact that an item ***might*** contain valuables is not justification to open them. The containers must be **objectively likely** to contain valuables or **objectively likely** to contain a specific danger to officers or the jail facility in order to justify opening them.

The fact that the object contained inside might not be the same make or model as the container describes is not justification to open it.

Officers should conduct the inventory by removing all items from the person's clothing and any container in the person's possession. Closed containers should be opened and inventoried only when:

- a. Reasonable suspicion exists that the contents of the container may pose significant safety risk, such as biohazard, weapons, and the like.
- b. The person consents to or requests an inventory of the contents of the closed container.
- c. The closed container is uniquely designed or objectively likely to contain any of the items listed in *Policy 903 – Storage of Prisoner Property §903.4(a) thru (k)*:
 - Dangerous weapons including firearms, knives, explosive devices and tools
 - Hazardous materials, chemicals, or items contaminated with the same
 - Illegal drugs, drug paraphernalia or medications not properly packaged
 - Pharmaceuticals or prescription drugs
 - Perishable food items
 - Matches, lighters or other ignition sources
 - Propellants, including e-cigarettes
 - Beverage containers or containers under pressure and their contents
 - Live plants, animals or other organisms
 - Small valuables, jewelry or US currency
 - Electronics
- d. .

Because the following closed containers are uniquely designed to contain valuables, they **shall be opened** and their contents inventoried:

- a. Purses, wallets, backpacks, coin purses, fanny packs, computer cases, cosmetic bags, prescription drug containers, unlocked brief cases, unlocked lock boxes, ring box or jewelry box. This should be treated as an exclusive list.
- b. If an officer locates any containers inside any of the items listed above, a separate analysis of the internal containers is required.

Because the following closed containers are uniquely designed to contain items identified in Policy 903 §903.4(a)-(k) which represent specified officer and facility safety concerns, they **shall be opened to remove the prohibited item** and the container shall be inventoried consistent with their outward appearances only. The officer or deputy performing the inventory shall limit his/her inventory so that the object is scrutinized only to the extent necessary to complete the inventory.

- a. Fishing tackle boxes for filet knives
- b. Gun cleaning bags and rugs for firearms
- c. Opened cigarette packages for lighters or matches
- d. Paper lunch sacks, lunch boxes or similar containers that are uniquely designed to contain perishable food
- e. Diaper bags for perishable food items

Whenever practical, a personal property inventory of an individual should be conducted by an officer of the same sex as the person being searched. Absent the availability of a same sex officer, a witness officer should be present during any pat-down search of an individual of the

opposite sex as the searching officer. For details see *Policy Section 322.5.g - Search and Seizure*.

902.5 STRIP SEARCHES

If a person is to be transported from the scene of an arrest **and** to be lodged at a jail facility any required strip searches will be conducted by the Lane County Jail Staff. If a thorough inventory is completed in the field and the officer still believes that the arrested person has contraband or weapons beneath their clothing that cannot be accessed or confirmed without a strip search, the officer will transport the arrested person to jail and notify jail staff. If there is a concern for officer or custody safety during the transport, consider another officer to ride with the arrested person to observe him or her. If a person is in the custody of the Eugene Police Department, but is not immediately being lodged at the Lane County Jail, follow the protocols in 902.5.1 for strip searches to be conducted at EPD Holding Facilities.

Except under the most extreme instances of public safety, and without authorization of a supervisor, no strip searches will be conducted in the field, or in the view of anyone other than a law enforcement officer.

No person held at any Eugene Police Department facility shall be subjected to a strip search unless there is reasonable suspicion based upon specific and articulable facts to believe the person is concealing a weapon or contraband. Factors to be considered in determining reasonable suspicion include, but are not limited to:

- a. The detection of an object during a pat-down search that may be a weapon or contraband and cannot be safely retrieved without a modified strip search or strip search.
- b. Circumstances of a current arrest that specifically indicate the person may be concealing a weapon or contraband. A felony arrest charge or being under the influence of a controlled substance does not suffice as reasonable suspicion absent other facts.
- c. The person's actions or demeanor give rise to reasonable suspicion that the person is concealing a weapon or contraband on their person.

902.5.1 STRIP SEARCH PROTOCOLS

Strip searches at Eugene Police Department facilities shall be conducted only when appropriate as outlined above. They shall be conducted as follows:

- a. Authorization from the Watch Commander shall be obtained prior to the strip search.
- b. All employees involved with the strip search shall be of the same sex as the person being searched, unless the search is conducted by authorized medical personnel (28 CFR 115.115).
- c. All strip searches shall be conducted in a professional manner under sanitary conditions and in a secure area of privacy so that the search cannot be observed by persons not participating in the search. The search shall not be reproduced through a visual or sound recording.
- d. Whenever possible, a second officer of the same sex should be present during the search for security and as a witness to the finding of evidence.
- e. Employees conducting a strip search shall not touch the breasts, buttocks or genitalia of the person being searched.
- f. The primary employee conducting the search shall prepare a written report to include:
 1. The facts that led to the decision to perform a strip search.

2. The reasons less intrusive methods of searching were not used or were insufficient.
3. The written authorization for the search, obtained from the Watch Commander.
4. The name of the person who was searched.
5. The name and sex of the persons who conducted the search.
6. The name, sex and role of any person present during the search.
7. The time and date of the search.
8. The place at which the search was conducted.
9. A list of the items, if any, recovered during the search.
10. The facts upon which the employee based his/her belief that the person searched was concealing a weapon or controlled substance.

902.6 PHYSICAL BODY CAVITY SEARCH

No person arrested shall be subjected to a body cavity search without a search warrant.

Should visual examination of a suspect during a strip search and/or other information lead an officer to believe that the suspect is concealing a weapon, evidence or contraband within a body cavity, the following procedures shall be followed:

- a. The suspect shall be kept under constant visual surveillance until a body cavity search is conducted or an alternative course of action taken
- b. The officer shall consult with their immediate supervisor to determine whether probable cause exists to seek a search warrant for a body cavity search. The decision to seek a search warrant shall recognize that a body cavity search is highly invasive of personal privacy and is reasonable only where the suspected offense is of a serious nature and/or poses a threat to the safety of officers or others, and/or the security of the Eugene Police Department's detention operations
- c. If probable cause exists for a body cavity search, an affidavit for search warrant shall be prepared that clearly defines the nature of the alleged offense and the basis for the officer's probable cause
- d. On the basis of a search warrant, a body cavity search shall be performed only by an authorized agency physician or by other medically trained personnel at the physician's direction
- e. For safety and security reasons, the search shall be conducted at the Eugene Police Department's detention facility or other authorized facility and in the room designated for this purpose
- f. The authorized individual conducting the search shall file a report with the requesting law enforcement agency. The witnessing officer shall co-sign that report
 1. A copy of the search warrant and the return of warrant that lists the results of any body cavity search shall be included with the related reports and made available, upon request, to the arrestee or authorized representative

902.7 TRAINING

The Lieutenant of Professional Standards in conjunction with the Department Training Section shall ensure that officers receive training in conducting minimally intrusive, but proper, thorough, and respectful searches.

**POLICY
903**

**EFFECTIVE
DATE
012916**

**Eugene
Police Department**



Storage of Prisoner Property

903.1 PURPOSE AND SCOPE

The mission of the Eugene Police Department is to deliver high quality public safety services so all people may share a safe and healthy environment. The Department, in partnership with the community, will endeavor to achieve our mission by utilizing the most modern and effective practices and methods. Accordingly, this policy provides for the proper storage of prisoner property which isn't seized as evidence or contraband. This policy only applies to the property storage lockers located at the exterior Lane County Jail on the corner of 5th Avenue and Charnelton.

903.2 REFERENCES

Eugene Police Department *Policy 902 Searches and Inventories of Detained Persons*

903.3 DEFINITIONS

Prisoner Property – Personal property possessed by the person in custody at the time of arrest that is not evidence and will either be stored in a jail property bag inside of the jail or in the Lane County Jail lockers.

Inventory – The systematic, non-discretionary inspection of an arrested person's personal property for the purposes of itemizing, documenting, storing and disallowing of certain items that are prohibited at the Lane County jail as required by this policy and LCSO *Policy 02.02.05 – Booking*. An inventory includes opening only those closed containers that are either *uniquely designed* or *objectively likely* to contain anything prohibited by this policy §903.4.

903.4 INVENTORYING RESPONSIBILITIES

Property storage lockers and bicycle racks with security cables are provided at the Lane County Jail at the NE corner of 5th and Charnelton, next to the jail sally-port, for the storage of bulk personal property. These lockers and cables are secured with a padlock. The outdoor lockers are for items that will not fit in the jail property bag which is lodged in the jail with the custody. If possible, items should be lodged inside the jail with the custody.

Arresting officers shall be responsible for strictly following this inventory policy. An inventory is a non-investigatory procedure. Arresting officers who encounter any evidence of a crime in plain view shall seize it and lodge it at the Evidence Control Unit (ECU).

Arresting officers who develop probable cause to believe evidence of a crime is located within a closed container that is not open, and not subject to opening because it is not uniquely designed or objectively likely to contain any of the items listed in § 903.4(a) thru (k) will have to

seize the closed container and seek a search warrant before opening the container.

Unless otherwise noted in the specific section, the following items are not acceptable for storage inside the Lane County Jail or the exterior storage lockers due to safety and security reasons:

- a. **Dangerous weapons including explosive devices, knives, fireworks, tools, ammunition and firearms:** The outside lockers are not designed for any type of combustible or explosive material as required by the Bureau of Alcohol, tobacco, and Firearms (BATF) construction guidelines found in 27 CFR, Part 555(K). Knives, regardless of size, are not acceptable for storage within the secured area of the jail. Tools are not acceptable for storage within the secured area of the jail due to their unique ability to present both physical officer safety dangers and their ability to defeat locking devices, doors and other security measures. Knives and tools may be retained in the storage lockers outside of the jail. Firearms are often valuable and are sometimes the subject of false or fictitious claims of loss or damage. Firearms will be stored at the Evidence Control Unit.
- b. **Hazardous materials, chemicals or clothing or property that has been contaminated by dangerous chemicals or bio-hazardous materials:** Clothing contaminated by chemicals or other hazardous bio-contaminant: The United States Environmental Protection Agency classifies hazardous waste under CFR Title 40 (C) § 261. Materials classified as “potentially harmful” due to having characteristics of ignitability, corrosiveness, reactivity or toxicity are dangerous. No material that has any of these characteristics may be stored in these lockers. In an effort to protect staff, arrestees and property, any substance with properties that make it dangerous or potentially harmful to human health or the environment may not be stored in this locker facility. This includes bio-hazardous materials.
- c. **Illegal drugs, drug paraphernalia and other medications not kept in their original packaging:** Illegal drugs and drug paraphernalia pose a threat to the security of any secured facility and a threat to law enforcement and non-law enforcement staff of the facility. Illegal drugs and drug paraphernalia exist for the sole purpose of recreational use and are often addictive. Inmates who are or become addicted may stop at nothing to attempt to gain access to their drug of choice. The mere existence of illegal drugs and drug paraphernalia within the confines of the facility when known to anyone, especially inmates, increases the likelihood of their introduction into the facility due to inmate manipulation, outright coercion by implication or actual use of force on members of law enforcement and non-law enforcement staff of the facility and/or their friends and family. Therefore, the presence of illegal drugs and drug paraphernalia being a clear and present danger to law enforcement and non-law enforcement staff of the facility and other citizens, no illegal drugs and no drug paraphernalia may be lodged within the Lane County Jail or in the outside property lockers
- d. Marijuana in illegal amounts and/or forms will be seized as evidence of a crime when located in plain view and lodged at the Evidence Control Unit. Medications of any kind not clearly marked and in its original packaging will not be stored inside the secured portion of the jail due to their potentially dangerous chemical characteristics that may pose a threat to staff and inmates. **Pharmaceuticals/ Prescription drugs:** Pharmaceutical/prescription drugs are often subject of claims of lost or stolen property. List brand names, generic names and quantity on the property receipt form, if applicable. Pharmaceutical/prescription drugs are often abused or used recreationally like illegal drugs, therefore those drugs not contained in their original packaging may not be lodged inside the jail or in the outside property lockers.

- e. **All food perishable items and, biodegradable or vegetative substances:** The United States Food and Drug Administration guidelines for food storage found in 21 U.S.C. § 110 set forth a requirement that storage of food shall be under conditions that will protect food against physical, chemical, and microbial contamination as well as deterioration. If food is improperly stored mold will develop and may cause a health hazard. These lockers are for the storage of personal property and are not equipped to properly store perishable, biodegradable or vegetative items. To protect employees, arrestees, and property from contamination by mold or other foodborne illness, food or perishable items may not be stored in these lockers.
- f. **Matches, lighters or other ignition sources:** These items are frequently located on arrested persons and in their property. These items have the characteristics of ignitability as defined by CFR Title 40 (C)§ 261.21 and are a danger to staff and inmates inside of the secured facility should the device itself ignite or ignite other combustible material.
- g. **Propellants:** Due to their unstable and perishable characteristics, propellants, to include e-cigarettes are not approved for storage in the secured areas of the Lane County Jail.
- h. **Beverage containers/ alcohol containers/ containers under pressure and their contents:** The property storage areas outside the jail and are subject to rapid daily temperature changes depending on the time of year and the weather conditions. Rapid changes in temperature may cause carbonated beverage containers to explode. Likewise, any other container under pressure may explode due to temperature changes. As it is hard to discern carbonated from non-carbonated beverages, all liquids will be treated as if they are carbonated. In an effort to protect an inmate/ arrestee's property, as well as other adjacent property, beverages may not be lodged in this storage facility, nor will any container under pressure be so stored.
- i. **Live animals, plants or other organisms:** The Lane County Jail property storage area is for the storage of personal property and is not equipped to properly store any of these types of items. Items of this kind cannot be cared for and may make it dangerous or potentially harmful to human health.
- j. **Valuable items, Money, Etc:** Money and small valuables should be inventoried due to the risk of theft or a false or fictitious claims being made against the City for allegedly lost money or valuables.

All jewelry and US currency will be removed from the arrested person, inventoried and held in the arrested person's jail property bag where it can be signed for by the arrested person.

Consult *Policy 902 – Searches and Inventories of Detained Persons* for which closed containers may be opened to search for valuables.

- k. **Electronics:** The property storage areas outside the jail and are subject to rapid daily temperature changes depending on the time of year and the weather conditions. Rapid changes in temperature may cause damage to electronic devices such as computers, smart phones, tablets, mp3 device players, and personal data organizers. These items should be stored at the Evidence Control Unit.

903.5 PROPERTY STORAGE PROCEDURE

- a. Enter the gate on the south side of the fenced area or the west side of the fenced area

using keys located on the patrol vehicle key ring. This south gate may also be opened using a sergeant's master key.

- b. Fill out a Safekeeping Property Report and include the case number, date, and the custody's name and DOB. The report shall include a description of the inventoried property including serial numbers on property where the number is externally visible. Sign the form and include your badge number and the date it was signed.
- c. Locate an empty lockers or bicycle rack. Items should be placed in the smallest sized locker possible.
- d. **Bicycles:**
 - 1. Place a tag containing the case number, custody name, and date placed in the rack on the handle bars.
 - 2. Place the bike in empty bike rack location and lock the padlock.
 - 3. Check the master sheet in locker 29 to determine the padlock code for the selected bike rack location.
 - 4. Write the rack number and padlock code on the Safekeeping Property Report.
 - 5. Place the yellow copy of the Safekeeping Property Report in the file in locker 29.
 - 6. Property may not be stored with the bicycle. Follow the instructions below for property for other items for the custody that will be placed in a locker.
- e. **Property:**
 - 1. Inventory the property per EPD *Policy 902 – Searches and Inventories of Detained Persons* to ensure it does not contain one of the prohibited items listed in §903.4, and provide an itemized description of the contents in the space provided on the Safekeeping Property Report.
 - 2. Place prisoner property in a large clear plastic bag which can be found in locker 29. Knives shall be secured using tape and placed in the bag with the other property. There will no longer be a special location for knives.
 - 3. Check the master sheet in locker 29 to determine the padlock code for the selected locker.
 - 4. Write the locker number and padlock code on the Safekeeping Property Report.
 - 5. Place the yellow copy of the Safekeeping Property Report in the file in locker 29.
 - 6. Place the yellow copy of the Safekeeping Property Report in the clear bag so that the case number, the date and the prisoner's name are visible through the bag.
 - 7. Secure the bag.
 - 8. Place the property bag in an empty locker. Unused lockers should have the padlocks unlocked and hanging by the attached chain. Multiple custodies property may not be stored in the same locker.
 - 9. Secure the lock by closing the shackle and rotating the numbers.
- f. Advise the prisoner that his or her property is being placed in the lockers, and that he/she may retrieve their property by going into the fenced area which will be unlocked remotely from the jail control booth. He or she may then find the locker and/or bike rack number written on the property receipt and unlock the locker or bike rack cable using the code listed on their receipt. Remind them that after they put the code in the padlock, they may need to press the lock together and then pull it open in order to release the lock.
- g. The deputy should do the following when booking the custody in to the jail:
 - 1. Request that the prisoner initial the original white copy of the Safekeeping Property

- Report to confirm the items being stored match the items listed on the form.
2. Advise the prisoner about the Waiver of Ownership section and give them the option sign the original (white) copy Waiver of Ownership section. If he or she refuses, indicate "refused" on the form.
- h. The Safekeeping Property Report copies shall be distributed as follows:
1. Yellow: place in locker with property
 2. Pink: give to prisoner
 3. White: route to the ECU (via evidence slot or mailbox in Records)
- i. Supplies and lock combinations can be found in locker 29 which can be opened using the padlock key found on the vehicle key ring. Locker 29 must be locked after use.
- j. Over size items that will not fit in a locker may not be left unsecured in the gated area. If items do not fit in a locker, they must be brought to the ECU and submitted with an EPR following current policies for items submitted to the ECU.